(24,629)

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1915.

No. 406.

LAKE SHORE & MICHIGAN SOUTHERN RAILWAY COMPANY, CHICAGO, INDIANA & SOUTHERN RAILROAD COMPANY, AND MICHIGAN CENTRAL RAILROAD COMPANY, PLAINTIFFS IN ERROR,

vs.

SUSAN CLOUGH, THE TOLLESTON CLUB OF CHICAGO, CHARLES G. WICKER, ET AL.

IN ERROR TO THE SUPREME COURT OF THE STATE OF INDIANA.

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G. F. Stinchfield (recalled) (omitted in printing)		3626
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G. F. Stinchfield (recalled) (omitted in printing)		3656
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a¹ Filed Jun- 19, 1911. J. Fred France, Clerk.

STATE OF INDIANA:

In the Supreme Court, May Term, 1911.

LAKE SHORE AND MICHIGAN SOUTHERN RAILWAY COMPANY, Chicago, Indiana and Southern Railroad Company, and Michigan Central Railroad Company, Appellants,

vs.

SUSAN CLOUGH, THE TOLLESTON CLUB OF CHICAGO, CHARLES G. Wicker, Gostlin, Meyn and Company, Thomas E. Knotts, Louis A. Bryan, Evva C. Bryan, Calumet Land Company, South Broadway Land Company, John Powers, Mary H. Wicker, Gary Investment Company, Appellees.

Assignment of Errors.

The appellants, Lake Shore and Michigan Southern Railway Company, Chicago, Indiana and Southern Railroad Company and the Michigan Central Railroad Company, for their joint assignment of errors say there are manifest errors in the proceedings and judgment of the Porter Circuit Court in the trial of this cause in this:

First. The Court erred in overruling appellants' demurrer to the appellees' petition for drainage.

Second. The Court erred in overruling appellants' motion to dismiss this cause for want of jurisdiction when it was conclusively shown to the Court that the greatest length of the drain pro-
b posed to be *contracted were* situated in Lake County.

Third. The Court erred in sustaining appellees' motion to set aside the first report, of the Commissioners and referring the petition back to the Commissioners for further proceedings.

Fourth. The Court erred in referring the first report back to the Commissioners and requiring them to make a further report.

Fifth. The Court erred in stating each one of its separate Conclusions of Law upon the Special Findings of Facts.

Sixth. The Court erred in stating its Conclusion of Law Number One.

Seventh. The Court erred in stating its Conclusion of Law Number Two.

Eighth. The Court erred in stating its Conclusion of Law Number Three.

Ninth. The Court erred in stating its Conclusion of Law Number Four.

Tenth. The Court erred in overruling appellants' motion for a new trial.

A. C. HARRIS &
JOHN B. PETERSON,
Att'ys for Lake Shore & Michigan Southern Railway Company, Chicago, Indiana & Southern Railroad Company, and Michigan Central Railroad Company.

Filed Jun- 19, 1911. J. Fred France, Clerk.

c Filed Jun- 19, 1911. J. Fred France, Clerk.

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Assignment of Errors.

The appellant, Lake Shore and Michigan Southern Railway Company, for its separate Assignment of Errors says there are manifest errors in the proceedings and judgment of the Porter Circuit Court in the trial of this cause in this:

First. The Court erred in overruling appellant's demurrer to the appellees' petition for drainage.

Second. The Court erred in overruling appellant's motion to dismiss this cause for want of jurisdiction when it was conclusively shown to the Court that the greatest length of the drains proposed to be constructed *were* situated in Lake County.

d Third. The Court erred in sustaining appellees' motion to set aside the first report of the Commissioners and referring the petition back to the Commissioners for further proceedings.

Fourth. The Court erred in referring the first report back to the Commissioners and requiring them to make a further report.

Fifth. The Court erred in stating each one of its separate Conclusions of Law upon the Special Findings of Facts.

Sixth. The Court erred in stating its Conclusions of Law Number One.

Seventh. The Court erred in stating its Conclusion of Law Number Two.

Eighth. The Court erred in stating its Conclusion of Law Number Three.

Ninth. The Court erred in stating its Conclusion of Law Number Four.

Tenth. The Court erred in overruling appellant's motion for a new trial.

A. C. HARRIS &
JOHN B. PETERSON,
Attorneys for Lake Shore & Michigan Southern Railway Company.

Filed Jun- 19, 1911. J. Fred France, Clerk.

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STATE OF INDIANA:

In the Supreme Court, May Term, 1911.

LAKE SHORE AND MICHIGAN SOUTHERN RAILWAY COMPANY, Chicago, Indiana and Southern Railroad Company, and Michigan Central Railroad Company, Appellants,

vs.

SUSAN CLOUGH, THE TOLLESTON CLUB OF CHICAGO, CHARLES G. Wicker, Gostlin, Meyn and Company, Thomas E. Knotts, Louis A. Bryan, Evva C. Bryan, Calumet Land Company, South Broadway Land Company, John Powers, Mary H. Wicker, Gary Investment Company, Appellees.

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Second. The Court erred in overruling appellant's motion to dismiss this cause for want of jurisdiction when it was conclusively shown to the Court that the greatest length of the drains proposed to be constructed *were* situated in Lake County.

f Third. The Court erred in sustaining appellees' motion to set aside the first report of the Commissioners and referring the petition back to the Commissioners for further proceedings.

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Fifth. The Court erred in stating each one of its separate Conclusions of Law upon the Special Findings of Facts.

Sixth. The Court erred in stating its Conclusion of Law Number One.

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Eighth. The Court erred in stating its conclusion of Law Number Three.

Ninth. The Court erred in stating its Conclusion of Law Number Four.

Tenth. The Court erred in overruling appellant's motion for a new trial.

A. C. HARRIS AND
JOHN B. PETERSON,
Attorneys for Chicago, Indiana and Southern Railroad Company.

Filed Jun- 19, 1911. J. Fred France, Clerk.

g Filed Jun- 19, 1911. J. Fred France, Clerk.

STATE OF INDIANA:

In the Supreme Court, May Term, 1911.

LAKE SHORE AND MICHIGAN SOUTHERN RAILWAY COMPANY, Chicago, Indiana and Southern Railway Company, and Michigan Central Railroad Company, Appellants,

VS.

SUSAN CLOUGH, THE TOLLESTON CLUB OF CHICAGO, CHARLES G. Wicker, Gostlin, Meyn and Company, Thomas E. Knotts, Louis A. Bryan, Evva C. Bryan, Calumet Land Company, South Broadway Land Company, John Power, Mary H. Wicker, Gary Investment Company, Appellees.

Assignment of Errors.

The appellant, Michigan Central Railroad Company, for its separate Assignment of Errors says that there are manifest errors in the proceedings and judgment of the Porter Circuit Court in the trial of this cause in this:

First. The Court erred in overruling appellant's demurrer to the appellees' petition for drainage.

Second. The Court erred in overruling appellant's motion to dismiss this cause for want of jurisdiction when it was conclusively shown to the Court that the greatest length of the drains proposed to be constructed *were* situated in Lake County.

Third. The Court erred in sustaining appellees' motion to
h set aside the first report of the Commissioners and referring the petition back to the Commissioners for further proceedings.

Fourth. The Court erred in referring the first report back to the Commissioners and requiring them to make a further report.

Fifth. The Court erred in stating each one of its separate Conclusions of Law upon the Special Findings of Facts.

Sixth. The Court erred in st its Conclusion of Law Number One.

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Eighth. The Court erred in stating its Conclusion of Law Number Three.

Ninth. The Court erred in stating its Conclusion of Law Number Four.

Tenth. The Court erred in overruling appellant's motion for a new trial.

JOHN B. PETERSON AND
A. C. HARRIS,
Attorneys for Michigan Central Railroad Company.

Filed Jun- 19, 1911. J. Fred France, Clerk.

1 & 2 STATE OF INDIANA,
Porter County, ss:

In the Porter Circuit Court.

No. 764.

In the Matter of the CALUMET DITCH.

Transcript.

Filed Jun- 19, 1911. J. Fred France, Clerk.

* * * * * * *

STATE OF INDIANA,
Porter County:

Porter Circuit Court, October Term, 1908.

In the Matter of the CALUMET DITCH.

Petition.

To the Honorable Porter Circuit Court:

We, the undersigned, owners of separate and distinct tracts of land lying outside the corporate limits of cities and towns, and other tracts of land situated within towns, finding it necessary to successfully drain and protect from overflowing our said lands, and finding that the drainage and protection thereof cannot be accomplished without affecting the lands of others, and also the rights of ways of railroads and public highways, and public streets of town,

by ourselves and attorneys, respectfully petition for such drainage and protection.

We are of the opinion that by such drainage and protection the public health will be improved; that numerous public highways situated in Porter and Lake Counties will be benefitted; that streets in towns and railroads will be benefitted, that the proposed drainage will be a public utility, that it will be practicable; that the damages and expenses of such drainage will be less than the benefits which will result to the owners of the lands to be benefitted thereby; that such drainage and protection can be best accomplished in
4 the cheapest and best manner by the construction of an open machine made ditch constructed with dredge or ditching machine such as can be used to best advantage and least cost in constructing said ditch.

The greatest length of said proposed ditch is situated in Porter County, Indiana. Said proposed ditch is situated in Porter and Lake Counties, in the State of Indiana, and described as follows:

Commencing at a point where the channel of Deep River intersects the North and South center line of the North-west Quarter (N. W. ¼) of Section 16, Township 36 North, Range 7, Lake County, Indiana; thence Northerly along the said cneter line of the North-west Quarter (N. W. ¼) of Section 16, to the South boundary line of Section 9, Township 36 North, Range 7, Lake County, Indiana; thence Northerly along the North and South center line of the east half (E. ½) of said Section 9 to the Little Calumet River; thence Easterly following the center of the Little Calumet River, through Section 9 to the East line of Lake County, Indiana; thence continuing Northerly and Easterly following the center of the Little Calumet River where such River passes into, or through, or across all or parts of Sections 10, 3, 2, 35, and 1, in Township 37 North, Range 7, Porter County, Indiana, and thence Northerly and Easterly through Section 36, Township 37, Range 7 West, to a point where the North and South center line of the West half (W. ½) of the East half (E. ½) of Section 36, Township 37 North, Range 7, Porter County, Indiana, intersects the Little Calumet River; thence Northerly following said center line through the West half
5 (W. ½) of the East half (E. ½) of said Section 36 to the South bound-ry line of Section 25, Township 37 North, Range 7, Porter County, Indiana; thence Northerly through the center line of the West half (W. ½) of the East half (E. ½) of said Section 25 to Lake Michigan.

Also, such lateral drains, if any, as the Drainage Commissioners may deem practicable, and the removal of such obstructions, if any, in the upper course of the Little Calumet River, to facilitate the drainage as the Commissioners may deem practicable.

Names of Petitioners.

(Signed) SUSAN CLOUGH,
By R. W. BURNS,
Her Agent & Att'y in Fact.

[Seal of Tolleston Club of Chicago.]

" THE TOLLESTON CLUB OF CHICAGO,
By FREDERIC ULLMANN, *President.*

Attest:
JOHN B. DRAKE, *Secretary.*

(Signed) CHAS. G. WICKER.
" GOSTLIN MEVNE & CO.
" T. E. KNOTTS.
" LOUIS A. BRYAN.
" EVVA C. BRYAN.
" CALUMET LAND COMPANY,
By LOUIS A. BRYAN, *President;*
J. E. SEARS, *Sec'y.*
" GARY LOAN TRUST CO.,
By —— ——.
" SO. BROADWAY LAND CO.,
By T. W. ENGLEHART, *Pres't.*
" JOHN POWERS.

6 STATE OF INDIANA,
Porter County, ss:

Porter Circuit Court, October Term, 1908.

#764.

In the Matter of THE CALUMET CITCH.

Undertaking.

We, the undersigned, *are* Executors, Administrators, and Assigns, bind ourselves, jointly and severally, unto the State of Indiana, to pay all the expenses in the event the Court shall fail to establish said proposed drain, in the above entitled cause.

Witness our hands this 23rd day of July, A. D. 1908.

(Signed) SUSAN CLOUGH,
By R. W. BURNS, *Her Agent & Att'y in Fact.*

[Seal of Tolleston Club of Chicago.]

(Sgd.) THE TOLLESTON CLUB OF CHICAGO,
By FREDERIC ULLMANN, *President.*

Attest:
JOHN B. DRAKE, *Secretary.*

(Signed) A. M. TURNER, *Secretary.*

The public highways, streets, alleys and other public places, rights of way of railroads and other easements, and the lands to be affected, including the lands of the petitioners, all of which will be benefitted, are all situated in Porter and Lake Counties, in the State of Indiana, and are hereinafter properly described and set opposite the respective names of the owners thereof. Said lands and other rights and interests, together with the names of the owners thereof are as follows:

7 A portion of the Chicago-Tolleston Land and Investment Company's Oak Park Addition to Tolleston, as marked and laid down upon the recorded plat thereof in the Recorder's Office of Lake County, Indiana, in Plat Book No. 2, Page 35, located in Section 15, Township 36 North, Range 8 West, in Lake County, Indiana, will be benefitted, and the names of the lot owners and lots in said Oak Park Addition so benefitted, are respectively as follows:

Description of Lands and Names of Owners.

Owners.	Lots.	Block.
Lela Ulrich	1, 26, 28	11
Steel City Realty Co. and Harold E. Hammond and A. F. Knotts	2, 34	11
Calumet Land Co.	3, 12, 13, 14, 15, 16, 25, 29, 35, 36, 37, 40, 41, 42	11
Christian H. P. Hanson and Esther E. Porter	4 to 8, inclusive	11
Henrietta J. Randall	9, 10, 11	11
Henrietta J. Randall and Evva C. Bryan	17	11
Louis A. and Evva C. Bryan and Calumet Land Co.	18, 19, 20	11
Herman G. Redwauz	21, 22	11
Emil Moeschke, Esther E. Porter and A. F. Knotts	23	11
Frank Klink, Esther E. Porter and A. F. Knotts	24	11
Lela Ulrich and Evva C. Bryan	27, 32	11
Evva C. Bryan	30, 31	11
Harold E. Hammond, Steel City Realty Co., A. F. Knotts and Evva C. Bryan.	33, 38, 39	11
Walter S. Ross, A. F. Knotts and Evva C. Bryan	48	11

8

Emilie Hieronymus	1, 2	12
Evva C. Bryan	3 to 7, 14 to 18, 21 to 44, 47, 48	12
Mina J. Campbell and Evva C. Bryan	8	12
Clear Land Title Co. and Evva C. Bryan	9 to 12	12
Elijah Anderson and Evva C. Bryan	13	12

Owners.	Lots.	Block.
Louisa Pettelkow and Evva C. Bryan	19, 20	12
Charles R. Jacobs & Evva C. Bryan	45, 46	12
Harry E. Ackerburg	1 to 4, inc	13
Richard J. Maloney	5	13
Henrietta J. Randall & Evva C. Bryan	6	13
Henrietta J. Randall	7, 10, 16, 42	13
John & Helena Mruczkowski	8, 9, 17, 18	13
Calumet Land Co	11, 29, 30, 45 to 48, Inc.	13
John Cohen & A. F. Knotts	12	13
Charles Detrich	13, 14, 15	13
Herman & George Fry & Esther E. Porter	19	13
Frank N. Gavit	20	13
Zara C. Peck	21 to 24 Inc	13
Frank N. Gavit	25 to 28 Inc	13
Harold E. Hammond, Steel City Realty Co., & A. F. Knotts	31, 32, 35, 36	13
Lena Flansberg	33, 34	13
Isabel C. Gray & Evva C. Bryan	37, 38, 39	13
Augie Kirtland	40, 41	13
Harold Lee & Evva C. Ryan	43	13
9		
Harold Lee	44	13
Timothy O'Shea & Esther E. Porter	1 to 4 Inc. & 10 to 13 Inc	14
Henrietta J. Randall & Evva C. Bryan	5, 6, 45	14
Fannie A. Dolby	7, 8, 9	14
Henrietta J. Randall	14, 15, 16	14
Calumet Land Co	17, 18, 19, 20, 21, 23 to 30, Inc	14
Chester Farmer	22	14
Mike Keserick	31	14
Morris G. Reiner & Evva C. Bryan	32	14
Rosie Cohen	33	14
Mayme A. Whalen & Evva C. Bryan	34 to 37 Inc	14
Mayme A. Whalen	38	14
Harold E. Hammond, Steel City Realty Co., A. F. Knotts & Evva C. Bryan	39 to 42 Inc. & 44	14
Harold E. Hammond, Steel City Realty Co. & A. F. Knotts	43	14
Andy H. McHuron	46, 47, 48	14
Lucien B. McHuron	1, 2, 3	15
Martha W. Simpson	4, 5	15
Mary A. H. Simpson	6, 7	15
Angie Kirtland	8	15
Henry P. Bulkley	9 to 13 Inc	15
Isabel C. Gray, & Evva C. Bryan	14	15
Charles Detrich	15 to 22, Inc	15

Owners.	Lots.	Block.
Frederick G. Wessling	23 to 27 Inc.	15
10		
Evva C. Bryan	28, 30, 32, 33, 34, 36, to 39 Inc. 41 to 44, Inc.	15
Calumet Land Co	29, 31, 35, 40, 46, 47, 48	15
Harry S. & George C. Vernon	45	15
Ernest Hecker	1, 2, 6	16
Benjamin Raefel & A. F. Knotts	3	16
Calumet Land Co	4, 26, 32	16
K. & L. Pestine, Esther E. Porter & A. F. Knotts	5	16
William Hackett	7, 8	16
Anna Johnston, Esther E. Porter, & A. F. Knotts	9	16
Calumet Land Co. & A. F. Knotts	10, 21, 22	16
Evva C. Bryan & A. F. Knotts & Evva C. Bryan	11	16
Anna Gordon & Evva C. Bryan	12	16
Simon Klapper & Esther E. Porter	13	16
Julius Buechner & A. F. Knotts	14	16
C. V. Patterson & A. F. Knotts	15	16
Isabel C. Gray	16, 17	16
Clear Title Land Co	18, 27, 30	16
Sam Sigel	19, 20	16
A. Segalowski, Esther E. Porter & A. F. Knotts	23, 24	16
Frances A. Beck	25	16
John Csontos	28	16
Steve Leugyel	29	16
Andy Procnal	31	16
Alice Regan	33, 34	16
11		
Mary Regan	35 to 38 Inc.	16
Evva C. Bryan	39, 41	16
Calumet Land Co	40, 42, to 46 Inc.	16
Abraham Cohen	47, 48	16
John O. Bowers	1	17
John O. Bowers & A. F. Knotts	2, 3, 4	17
Isabel C. Gray	5, 6, 8	17
L. E. Sornmeyer	7	17
Philip Scharf	9	17
Evva C. Bryan	10, 11, 14, 15, 17	17
Calumet Land Co	12, 13, 16, 26 to 33, Inc., 36, 37, 41 to 46, Inc.	17

Owners.	Lots.	Block.
Elias Sallsman	18, 19	17
Clear Title Land Co	20, 21	17
Charles H. Perrine	22, 23	17
Frederick Kronke & Esther E. Porter & A. F. Knotts	24	17
John Keseric & A. F. Knotts	25	17
Frank N. Gavit	34	17
Louis Bernstein	35	17
Louis Dern	38, 39, 40	17
Frank N. Gavit	47, 48	17
Sallman Dworman	1, 2	18
Frank Boguslawsky, Esther E. Porter & T. E. Knotts	3	18
Peter P. Breen, Esther E. Porter, & Thomas E. Knotts	4, 5	18
Joseph A. Traxl, Esther E. Porter & Thos. E. Knotts	6	18
Calumet Land Co	7 to 10 Inc. 13 to 17 Inc. 20, 21, 22, 33 to 40 Inc., 46	18
12		
Jake Jacobson & Thos. E. Knotts	11, 12	18
Sophronia I. Carnes & Thos. E. Knotts	18	18
Anna E. Carnes & Thos. E. Knotts	19	18
Patrick G. O'Hara	23, 24	18
Louis A. & Evva C. Bryan & Eunice A. Youche	25, 26	18
Andrew Joseph O'Connell	27 to 32 Inc	18
Margaret Barrett	41, 42	18
John J. Hennessey	43, 44, 45	18
Charles Hannifin	47, 48	18
Jacob Wolf & Esther E. Porter	1 to 4 Inc	19
Calumet Land Co	5, 23, 27, 28	19
Henrietta J. Randall, & Thos. E. Knotts	6 to 14 Inc	19
Morris G. Reiner	15	19
Benjamin Jacobson	16, 17	19
Max Gross & Esther E. Porter	18, 19	19
Frank N. Gavit	20	19
Louis A. & Evva C. Bryan	21	19
Maria Louisa Fliermans & Thos. E. Knotts	22	19
Clear Title Land Co	24, 31 to 34 Inc. 37, 38	19
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	25, 39 to 44 Inc	19
C. W. Kjellian & Esther E. Porter & A. F. Knotts	26	19
Louis Rosenfeldt & Esther E. Porter & A. F. Knotts	29, 30	19
Gustave Ruffer	35, 36	19

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Owners.	Lots.	Block.
Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts & Evva C. Bryan	45, 46	19
Joseph Nickel, Esther E. Porter & Thos. E. Knotts	47, 48	19
John O. Bowers, Calumet Land Co. and Thos. E. Knotts	1	20
Clear Title Land Co	2, 25, 29	20
Henrietta J. Randall, Thos. E. Knotts & Evva C. Bryan	3	20
Calumet Land Co	4, 5, 9, 10, 11, 14, 17, 18, 31, 32, 33, 42, 45, to 48 Inc.	20
Henrietta J. Randall & Thos. E. Knotts	6, 7, 8, 12, 13, 19	20
John R. & Mollie Ghaston	32	20
S. Myra Land	15, 16	20
Frank N. Gavit	20, 30, 34, 35	20
Charles Erickson, Esther E. Porter & Thos. E. Knotts	21, 22	20
Clear Title Land Co. & Evva C. Bryan	23, 24, 28	20
John O. Bowers, Calumet Land Co. & Evva C. Bryan	26	20
Trugutt C. Wendell	27	20
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	36 to 41 Inc. & 44	20
Morris Frank Childs	33	20
Calumet Land Co. & Barney Cohen	1, 2	21
Henrietta J. Randall & Thos. E. Knotts	3, 6, 11, 17, 22	21
E. W. Heiss & Co	4, 5	21
David Martin	7, 8	21
Wm. Berry, Wm. H. McClaren & Thos. E. Knotts	9, 10	21

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Wm. F. & Mary Zorn & Eunice A. Youche	12, 13	21
Henrietta J. Randall	14	21
Annie Peterson & A. F. Knotts	15	21
Charles Peterson & Eunice A. Youche.	16	21
Adolph Keuckeberg	18 to 21 Inc.	21
Elizabeth Roberts	23, 24	21
Frank Vogt	25, 26	21
Frank N. Gavit	27 to 31 Inc. 34	21
Calumet Land Co.	32, 33	21
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	35 to 39 Inc. 45	21
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Byran	46	21

Owners.	Lots.	Block
Fred W. Spelz, Calumet Land Co. & Eunice A. Youche	40 to 44 Inc.	21
Clear Title Land Co. & Evva C. Bryan	47, 48	21
Calumet Land Company	1, 5, 16, 17, 18, 28, 29, 30	22
Chicago Tolleston Land & Investment Co.	2	22
Mary Snyder	3, 4	22
Anda H. & Lucian B. McHurran	6	22
Louis Dern	7, 8	22
August Klebba	9	22
Henrietta J. Randall & Thos. E. Knotts.	10, 20, 31, 32, 33	22
Leo Ungar	11, 12	22
Clear Title Land Co.	13, 14	22
Ed H. Jones	15.	22
Henrietta J. Randall	19	22
15		
Calumet Land Co. & Thomas E. Knotts.	21 to 24 Inc.	22
William H. Briscoe & Thomas E. Knotts.	25, 26	22
William H. Briscoe	27	22
Lela Ulrich & Thomas E. Knotts	34 to 38 Inc.	22
Frank N. Gavit	39	22
Harold E. Hammond, Steel City Realty Co. & Thomas E. Knotts	40, 43 to 48 Inc.	22
Frank N. Gavit	41	22
Frank N. Gavit	42	22
F. J. Ronollet	1, 2	23
Emma Smith	3, 4	23
Henrietta J. Randall & Thomas E. Knotts	5 to 9 Inc. 14	23
Chicago-Tolleston Land & Investment Co. & Eunice A. Youche	10, 11	23
Calumet Land Co.	19 to 29 Inc. 34	23
Eugene H. Hill	12	23
Henrietta J. Randall	13	23
Ishmael Miller	15	23
Frank N. Gavit	31	23
Frank N. Gavit	16, 17, 18, 30, 32, 33	23
Calumet Land Co. & Eunice A. Youche.	35, 36, 37	23
Harold E. Hammond, Steel City Realty Co. & Thomas E. Knotts	38 to 44 Inc.	23
George B. & Elizabeth Barber	45, 46	23
Calumet Land Co. & Frank Kelchhouser.	47, 48	23
Henrietta J. Randall, Thomas E. Knotts & Evva C. Bryan	1, 2, 6, 11, 12	24
Albertine Reuhle	3, 4, 5, 10	24
Alfaretta Young	7	24

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Owners.	Lots.	Block.
George P. Young	8	24
Christoph Stanch	9	24
Calumet Land Co.	13, 28	24
Calumet Land Co. & Evva C. Bryan	14	24
Ludwig Glatter	24 to 27 Inc.	24
Lela Ulrich & Thomas E. Knotts	29	24
William Modena	30	24
Lela Ulrich, Thomas E. Knotts & Evva C. Bryan	31, 32, 33	24
Harold E. Hammond, Steel City Realty Co. & Thomas E. Knotts	34	24
Harold E. Hammond, Steel City Realty Co. & Evva C. Bryan & Thomas E. Knotts	35, 42, B, C	24
Abraham Cohen & Esther E. Porter	A	24
Lela Ulrich & Thomas E. Knotts & Evva C. Bryan	1	24A
Henrietta J. Randall, Thomas E. Knotts & Evva C. Bryan	2	24A
Henrietta J. Randall & Thomas E. Knotts	3 to 6 Inc. 25	24A
Lela Ulrich & Thomas E. Knotts	7, 8, 28, 29, 30	24A
Walter S. Ross & Thomas E. Knotts	9, 24	24A
Hariette B. Hubbard	26	24A
Elizabeth E. Hubbard	27	24A
Harold E. Hammond, Steel City Realty Co. & Thomas E. Knotts	31 to 35 Inc.	24A
Walter S. Ross, Thomas E. Knotts & Evva C. Bryan	48	24A
Mary E. Hayes	1, 2	25
Henrietta J. Randall & Thomas E. Knotts	3 to 7 Inc. 9, 11 to 14, 20, 21	25
Calumet Land Co.	8, 10, 16, 17	25
L. Higgins	15	25
Adolph Kern & A. E. Knotts	18, 19	25

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Lela Ulrich & Thomas E. Knotts	22	25
Frank N. Gavit	23, 25, 26, 26, 28, 29 to 32, Inc., 33, 34	25
Harold E. Hammond, Steel City Realty Co. & Thomas E. Knotts, Evva C. Bryan	24, 35, 36, 38, 39, 42, 43, 45 to 48 Inc.	25
Harold E. Hammond, Steel City Realty Co. & Thomas E. Knotts	37, 44	25

Owners.	Lots.	Block.
Calumet Land Co. & Everard A. Kellogg.	40, 41	25
John G. Bengal	1, 2, 3	26
Charles H. Perrine	4	26
Henrietta J. Randall, Thomas E. Knotts.	5 to 8 Inc., 10, 12, 34	26
Henrietta J. Randall & Evva C. Bryan & Thomas E. Knotts	9, 11, 13, 14	26
Lela Ulrich, Thomas E. Knotts & Evva C. Bryan	15	26
Lela Ulrich & Thomas E. Knotts	16 to 20, Inc., 24, 25	26
Calumet Land Co.	21, 22, 23	26
Harold E. Hammond, Steel City Realty Co. & Thomas E. Knotts	26 to 29 Inc.	26
Harold E. Hammond, Steel City Realty Co. & Thomas E. Knotts & Evva C. Bryan	30, 31, 32	26
Walter S. Ross, Thomas E. Knotts & Evva C. Bryan	33	26
Evva C. Bryan	1 to 38 Inc., 41 to 48 Inc.	27
Helena Gartner & Evva C. Bryan	39, 40	27
Evva C. Bryan	1 to 44 Inc.	28
Elizabeth A. Hamilton	45	28
Fanny A. Dickinson	46	28
Edward A. Welch & Evva C. Bryan	47, 48	28
18		
Calumet Land Co. & Evva C. Bryan	1, 18 to 24 Inc.	29
Herman & Geo. Fry & Esther E. Porter.	2	29
Henrietta J. Randall, Thomas E. Knotts & Evva C. Bryan	3, 4, 9, 17	29
Calumet Land Company	5, 6, 7, 8, 34 to 42 Inc., 45	29
Clear Title Land Co.	10, 11, 12	29
Harole E. Hammond, Steel City Realty Co. & Thomas E. Knotts	13	29
Harold E. Hammond, Steel City Realty Co. & Thomas E. Knotts & Evva C. Bryan	14, 15, 16	29
Elizabeth McGrath	25, 26	29
Carrie S. Moshier	27 to 32, Inc.	29
Otto J. Bruce	33	29
Frank Bormann	43, 44	29
Katie McLeon & Thomas E. Knotts	46	29
John Moore & Thomas E. Knotts	47, 48	29
Mary Collins	1, 2	30
Emil Rau	3	30
Calumet Land Company	4, 11, 16, 18, 19	30
Ida J. Hurt & A. F. Knotts	5, 6, 22, 23	30

Owners.	Lots.	Block.
Calumet Land Co. & Evva C. Bryan....	7 to 10 Inc., 12 to 15 Inc., 17, 20, 21	30
Calumet Land Co. & Evva C. Bryan....	3, 5 to 8 Inc., 10 to 13 Inc., 15, 16..	31
Calumet Land Co.	1, 2, 4, 9, 14.....	31
Calumet Land Co. & Evva C. Bryan....	1, 2, 4 to 10 Inc..	32
Calumet Land Company	3	32
Calumet Land Co. & Evva C. Bryan....	1, 2	33
Calumet Land Co.	3	33
Calumet Land Co.	A, B, C, D.....	34

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Calumet Land Co.	A, B.....	35
Calumet Land Co.	A	A
Harold E. Hammond, Steel City Realty Co. & A. F. Knotts.....	B	B
Harold E. Hammond, Steel City Realty Co. & A. F. Knotts.....	B	C
Harold E. Hammond, Steel City Realty Co. & A. F. Knotts.....	C and D	D
Lela Ulrich	A	C
Lela Ulrich	F	C
Henrietta J. Randall.....	A, B. E.....	D

Chicago-Tolleston Land and Investment Co., 2 Oak Park Addition to Tolleston.

A portion of the Chicago-Tolleston Land and Investment Company's Second Oak Park Addition to Tolleston, as marked and laid down upon the recorded plat thereof in the Recorder's office of Lake County, Indiana, in Plat Book No. 2, page 36, located in Section 16, Township 36 North, Range 8 West, in Lake County, Indiana, will be benefitted, and the names of the lot owners and the lots in said Chicago-Tolleston Land and Investment Company's Second Oak Park Addition so benefitted, are respectively as follows:

Owners and Lands Affected.

Joseph Pavelin	1, 2	42
John Pauliukas	3, 4, 6.....	42
John Pauliukas and Evva C. Bryan....	5	42
John Paulikaus and Evva C. Bryan....	7, 42, 43.....	42
Elsie Jane Reed	8, 9	42
Henrietta J. Randall and Evva C. Bryan.	10	42
Mayme A. Whalen and Evva C. Bryan.	11, 12, 14, 15, 16..	42
Mayme A. Whalen	13	42

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Clear Title Land Co. and Evva C. Bryan.	17	42
James E. Bose	18	42
James E. Bose and Evva C. Bryan	19	42
Gustavus S. Widholm and Evva C. Bryan	20	42
Charles A. Bose and Evva C. Bryan	21	42
Myron D. Le Roy and Evva C. Bryan.	22	42
William A. Endley	23	42
Charles and Paulina Rau and Calumet Land Company	24	42
Harold E. Hammond, Steel City Realty Co. and Thos. E. Knotts	25, 26, 28, 33	42
Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts and Evva C. Bryan	27, 29 to 32, 34 to 37	42
Phillip F. Hazard	38	42
Calumet Land Company	39, 40	42
Anton Kulieszius and Evva C. Bryan	41	42
Waslav Andruls and Evva C. Bryan	44, 46	42
Waslav Andruls	45	42
Evva C. Bryan and Calumet Land Co.	47, 48	42
Calumet Land Company	1, 2, 3, 4	43
Harold E. Hammond, Steel City Realty Co. and Thos. E. Knotts	6, 25, 27, 28, 29	43
Harold E. Hammond, Steel City Realty Co. and Thos. E. Knotts and Evva C. Bryan	5, 7, 10, 11, 26, 30, 31, 32	43
Susan Muller	8, 9	43
Clara J. Harrison and Evva C. Bryan	12, 14, 15, 16	43
Clara J. Harrison	13	43
Teresa L. Malone and Evva C. Bryan	17	43
Teresa L. Malone	18	43

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Clarence Moore and Evva C. Bryan	19, 20	43
Alfred Harlan Moore and Evva C. Bryan.	21, 22	43
Alfred Harlan Moore	23, 24	43
Viola E. Cripe	33	43
Olga P. Widholm and Evva C. Bryan	34, 35	43
Milo B. Slick and Evva C. Bryan	36	43
Rose McBride and Evva C. Bryan	37	43
Christopher Dromgoola	38	43
Lillie B. Johnson and Evva C. Bryan	39	43
Gustavus S. Widholm and Evva C. Bryan	40, 41	43
Louis Mekatinsky and Evva C. Bryan	42, 44	43
Louis Mekatinsky	43, 45, 46	43

Evva C. Bryan and Calumet Land Company	47, 48	43
Calumet Land Company	1, 2, 4, 5, 11, 12, 13, 15, 19, 21, 23	44
R. M. Trentzch	3	44
Henrietta J. Randall and Evva C. Bryan.	6	44
E. C. Martin	7	44
Calumet Land Co. and Thos. E. Knotts.	8	44
Morris G. Reiner and Evva C. Bryan..	9	44
Ada T. Swartz and Evva C. Bryan....	10	44
Lela Ulrich and Evva C. Bryan.....	14	44
Nellie M. Fraker	16, 17, 23, 24.....	44
Nellie M. Fraker & Evva C. Bryan....	22	44
Michael McGuire, Esther E. Porter & Thomas E. Knotts	18, 20	44
Kate O'Connor	25, 26	44
Frank F. Fraker	27, 28, 29, 32, 36..	44
Frank F. Faker & Evva C. Bryan.....	30, 31, 35, 37.....	44

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Evva C. Bryan & Calumet Land Co...	34, 47, 48.....	44
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan.	38, 39, 40, 42 to 45 Inc.	44
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	41, 46	44
Calumet Land Company	1, 9 to 15, both Inclusive 18, 21, 22, 25 & 26, 29, 34, 39, 44	45
George C. Harrington	2	45
Henry E. Beaubien	3, 4, 6, 7, 8.....	45
Catherine H. Frederickson	5	45
Claude W. Allman	16	45
Alex Csutoros	17	45
Bertha Mekatinsky	19	45
Louis Mekatinsky	20	45
Calumet Land Co. & Barney Cohen....	23, 24	45
Evva C. Bryan & Calumet Land Co....	27, 28, 30 to 33 Inc., 35 to 38 Inc. 40 to 43 Inc. 45, 46	45
Calumet Land Company	1, 2, 3, 5 to 9 Inc. 15 to 25, 28, 41, 47, 48	46
Stamas A. Melas	11 & 12	46
Calumet Land Co. & Thomas E. Knotts.	4	46
Louisa A. Edgerton & Esther E. Porter.	13, 14	46

Owners.	Lots.	Block.
Evva C. Bryan & Calumet Land Co.....	26, 27, 32, 33, 36, 40, 42, 43, 44..	46
Katherine Dunn Hastings & Thomas E. Knotts	29	46
Delia Dunn & Thomas E. Knotts.....	30, 31	46
Lena Erickson	34, 35	46
Philip C. Emrich.....	37, 38, 39.....	46
Laura A. Lewis.....	45, 46	46
23		
Henry Carrell	1, 2	47
Mary A. Hadley	3	47
Josie A. Nolan	4	47
Calumet Land Co. & Thos. E. Knotts..	5, 6	47
Evva C. Bryan.....	7	47
Frank F. Fraker	8, 28, 48.....	47
Frank F. Faker & Evva C. Bryan.....	9, 10, 25, 26, 29, 30	47
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	11, 12, 14, to 17 Inc. 19 to 22, 24.	47
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts.....	13, 18, 23.....	47
Virginia Ferguson & Evva C. Bryan...	27	47
Henrietta J. Randall & Evva C. Bryan.	31, 32, 34.....	47
Henrietta J. Randall.....	33	47
Clear Title Land Co.....	35, 36, 37, 39 to 42 Inc. 43, 44, 45..	47
Lela Ulrich & Thos. E. Knotts.....	38, 43	47
Olie M. Goldstead & Evva C. Bryan....	46	47
Morris G. Reiner & Evva C. Bryan....	47	47
Evva C. Bryan & Calumet Land Co....	1, 2	48
Morris G. Reiner & Evva C. Bryan.....	3	48
Frank N. Gavit.....	4, 6, 7, 8, 9, 11, 25.	48
Frank N. Gavit.....	5, 10, 26, 28, 12 to 16 Inc.	48
Henrietta J. Randall & Evva C. Bryan.	17	48
Henrietta J. Randall.....	15	48
Frank F. Fraker & Evva C. Bryan....	18, 19, 21 to 24 Inc.	48
Frank F. Fraker	20	48
Walter S. Ross & Thomas E. Knotts & Evva C. Bryan	27	48
24		
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	29, 30, 32, 33, 36, 37, 38, 43 to 46 Inc.	48

Owners.	Lots.	Block.
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	31, 48	48
Benjamin C. Cook, Esther E. Porter, A. F. Knotts	34, 35, 39, 40, 41	48
John W. Kamm & Esther E. Porter	42	48
Calumet Land Co.	47	48
Mathew McBride & Evva C. Bryan	1	49
John F. Gannon & Evva C. Bryan	2, 3	49
John Downs & Evva C. Bryan	4	49
Lela Ulrich	5, 12	49
Lela Ulrich & Evva C. Bryan	6 to 9 Inc. 13 to 16 Inc.	49
Mary Dunn Barry & Thos. E. Knotts	10, 11	49
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	17, 22, 29	49
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	18 to 21 Inc. 25 to 28 Inc. 30, 33, 34	49
Edith L. Hill	23	49
David L. Hill	24	49
Calumet Land Co. & Eunice A. Youche.	31, 32	49
Henrietta J. Randall	36, 41	49
Henrietta J. Randall & Evva C. Bryan.	35, 37 to 40, 42 to 45	49
Alfred Batty	46	49
Charles W. Batty and Evva C. Bryan	47, 48	49
Calumet Land Co. & Evva C. Bryan	1, 2, 4 to 7 Inc. 9 to 12 Inc. 14 to 17, 20 to 23 Inc. 25, 26, 34, 35, 37, 38, 44, 45, 47, 48.	50
25		
Calumet Land Co	3, 8, 13, 18, 24, 36, 39 to 43, 46	50
Evva C. Bryan & Calumet Land Co.	19	50
Calumet Land Co. & E. A. Youche.	27, 28	50
Henrietta J. Randall & T. E. Knotts & Evva C. Bryan	29	50
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	30	50
Harold E. Hammond, Steel City Realty Co., & Thos. E. Knotts	31	50
Lela Ulrich & Thos. E. Knotts & Evva C. Bryan	32, 33	50
Calumet Land Co	3, 8, 9, 14, 20, 25, 28 to 31 Inc., 34, 39, 44	51

Owners.	Lots.	Block.
Calumet Land Co. & Evva C. Bryan....	1, 2, 4 to 7 Inc., 11, 12, 13, 15, 16, 18, 19, 21 to 24 Inc., 26, 27, 32, 33, 35 to 38 Inc., 40 to 43 Inc., 45 to 48 Inc.....	51
Lena M. J. Fischer.....	10	51
Thomas Burns, Esther E. Porter, Thos. E. Knotts, & Evva C. Bryan.....	17	51
Calumet Land Co.....	1, 14, 19, 24, 29, 34, 36, 37, 42, 43, 48	52
Calumet Land Co & Evva C. Bryan..	2, 5, 6, 13, 15 to 18 Inc., 20 to 23 Inc., 25 to 28 Inc., 30 to 33 Inc., 35, 38, 39, 40, 44 to 47 Inc.	52
John & Auguste Persiehl & Eunice A. Youche	3, 4	52
Johannes & Maria Fay.....	7, 8	52
Wilhelm & Elizabeth Fay.....	9, 10	52
Christian & Elizabeth Fay.....	11, 12	52
Andrew Olson & Calumet Land Co. & Evva C. Bryan.....	41	52
26		
Otto Mathias & Evva C. Bryan.....	1 & 2.....	53
Louis H. Fisher, Trustee.....	3 & 4.....	53
Calumet Land Co. & Evva C. Bryan..	6, 11, 12, 19, 20, 22, 25, 26, 27, 33 to 36 Inc., 38 to 41 Inc., 43 to 46 Inc., 48	53
Calumet Land Co.....	5, 9, 10, 21, 23, 24, 28, 29, 30, 31, 32, 37, 42, 47.....	53
Max J. Schmidt & Louis Bernstein...	7, 8	53
Calumet Land Co. & Thos. E. Knotts..	13, 14, 16.....	53
Calumet Land Co. & Thos. E. Knotts and Evva C. Bryan.....	15, 17, 18.....	53
Peter M. & Julia Bender & Evva C. Bryan	1 & 2.....	54
Henrietta J. Randall & Thos. E. Knotts	3, 5, 6, 37, 42....	54
Henrietta J. Randall & Thos. E. Knotts & Evva C. Bryan.....	4, 38 to 41 Inc., 43	54
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	7, 8, 44, 49, 51...	54

Owners.	Lots.	Block.
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	9, 47, 48, 52	54
Herbert E. Graham	10 to 13 Inc.	54
William Delacath	14 to 17 Inc.	54
George Winter	18	54
Andrew Jos. O'Connell	19, 20, 24	54
Esther E. Porter, Josephine Guderhahn	21, 22	54
Lela Ulrich & Thos. E. Knotts & Evva C. Bryan	23, 29, 30, 31, 33 to 36 Inc.	54
Lela Ulrich & Thos. E. Knotts	32	54
Calumet Land Co	25, 26, 45, 46	54
John & Agnes McArthur & Thos. E. Knotts	27, 28	54
Andrew Johnson & Esther E. Porter	50	54
27		
Henrietta J. Randall & Thos. E. Knotts & Evva C. Bryan	1 to 4 Inc., 10 to 13 Inc., 18 to 21 Inc., 26	55
Henrietta J. Randall & Thos. E. Knotts	9, 15	55
Calumet Land Co	5 to 8 Inc., 14, 17, 46, 47	55
David C. Atkinson	16	55
Lela Ulrich & Thos. E. Knotts	22, 27, 32	55
Lela Ulrich & Thos. E. Knotts & Evva C. Bryan	23, 24, 25, 28 to 31 Inc., 33 to 36 Inc.	55
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	37, 39 to 45 Inc., 52	55
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	38, 48, 49, 51	55
Richard H. Hennig	50	55
Ann Jane Duffy & Eunice A. Youche	1, 2	56
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	3 to 6 Inc., 8 to 11 Inc., 50, 51	56
Harold E. Hammond, Steel City Realty Co. and Thos. E. Knotts	7, 12, 52	56
Herbert E. Graham	13, 14	56
Calumet Land Co. & Eunice A. Youche.	15 to 18 Inc.	56
Calumet Land Co	19, 20, 23, 25, 26	56
Calumet Land Co. & Evva C. Bryan	49	56
David C. Atkinson	21, 22	56
Albert C. Huckins, Jr	24	56

Owners.	Lots.	Block.
William Berry, Esther E. Porter & Thos. E. Knotts	27, 28	56
Lela Ulrich & Thos. E. Knotts & Evva C. Bryan	29 to 32 Inc., 34 to 37 Inc.	56
Lela Ulrich & Thos. E. Knotts	33, 38	56
Henrietta J. Randall & Thos. E. Knotts & Evva C. Bryan	39 to 41 Inc., 45, 47	56
28		
Henrietta J. Randall & Thos. E. Knotts	42, 46	56
Henrietta J. Randall	43, 44	56
Louis A. & Evva C. Bryan	48	56
Henrietta J. Randall & Thos. E. Knotts & Evva C. Bryan	1 to 4 Inc., 14, 17 18, 19	57
Henrietta J. Randall & Thos. E. Knotts	7, 12, 13	57
Clara E. Crain	5, 6	57
Frank M. Swaim, Esther E. Porter & Thos. E. Knotts	8, 9	57
Dollie Coleman	10, 11	57
Charles E. West & Eunice A. Youche	15, 16	57
Calumet Land Co. & Thos. E. Knotts	20	57
Calumet Land Co. & A. F. Knotts	21, 22	57
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva. C. Bryan	23 to 26 Inc., 28 to 30 Inc., 33, 34, 35	57
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	31	57
Lela Ulrich & Thos. E. Knotts	27, 39, 46	57
Lela Ulrich & Thos. E. Knotts & Evva C. Bryan	36, 40 to 43 Inc., 47, 48, 49, 51	57
Walter S. Ross & Thos. E. Knotts	32	57
Louis A. Bryan	37	57
Calumet Land Co	38, 44, 45, 52	57
Mrs. A. S. Davis	50	57
Calumet Land Co. & Evva C. Bryan	1, 2, 23, 24, 47, 48	60
Steel City Realty Co., Calumet Land Co., Harold E. Hammond & E. C. Bryan	3, 4	60
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	5, 42	60
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	6, 7, 8, 39, 40, 41, 43 to 46 Inc.	60
29		
L. M. Greenaw & Evva C. Bryan	9, 11 to 14 Inc.	60
L. M. Greenlaw	10	60

Names.	Lots.	Block.
Clarence Moore	15	60
Clarence Moore & Evva C. Bryan	16	60
Clara J. Harrison & Evva C. Bryan	17 to 19 Inc.	60
Clara J. Harrison	20	60
Henrietta J. Randall, Thos. E. Knotts & Evva C. Bryan	21, 22	60
Calumet Land Co.	23, 24	60
Clear Title Land Co. & Evva C. Bryan	25, 26, 28	60
Clear Title Land Co.	27	60
Frank N. Gavit	29 to 38 Inc.	60
Lela Ulrich	32, 37	60
Calumet Land Co.	1 to 4 Inc., 34 to 37 Inc.	61
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	5, 6, 7, 9 to 12 Inc., 14, 15, 16	61
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	8, 13	61
Henrietta J. Randall & Thos. E. Knotts & Eva C. Bryan	17, 19 to 21 Inc., 23, 41, 43, 45, 46	61
Henrietta J. Randall & Thos. E. Knotts	18, 24, 44	61
Henry Martin	22	61
Clear Title Land Co. & Evva C. Bryan	25, 26	61
Lela Ulrich	29, 38	61
Frank N. Gavit	27, 28, 30 to 33 Inc., 38, 39, 40	61
Albert N. Green	42	61
Calumet Land Co. & Evva C. Bryan	47, 48	61
Calumet Land Co.	1	62
Calumet Land Co. & Evva C. Bryan	2	62

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Frank N. Gavit	3, 4, 5, 6, 8, 9	62
Lela Ulrich	7	62
Henrietta J. Randall & Thos. E. Knotts & Evva C. Bryan	10, 11, 15, 16, 17	62
Henrietta J. Randall & Thos. E. Knotts	12, 13, 14	62
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	18, 20 to 23 Inc.	62
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	19, 24	62
Calumet Land Co.	1, 2, 49	63
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	3 to 6 Inc., 8, 9	63
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	7	63
Frank N. Gavit	10, 11, 13 to 16 Inc.	63
Lela Ulrich	12	63

Owners.	Lots.	Block.
Henrietta H. Randall & Thos. E. Knotts	17, 22	63
Henrietta J. Randall &Thos. E. Knotts & Evva Knotts	18 to 21 Ins., 23, 24 & A	63
Calumet Land Co. & Evva C. Bryan	48	63
Evva C. Bryan & Thompson & Osborne	1 to 48 Inc.	64
Evva C. Bryan & Thompson & Osborne	1 to 48 Inc.	65
Frank N. Gavit	1 to 46 Inc.	66
Frank N. Gavit & A. F. Knotts	47, 48	66
Frank N. Gavit	1 to 48 Inc.	67
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	1 to 4 Inc., 6, 7, 8, 11 to 14 Inc., I & J	68
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	5, 10, 15	68
Calumet Land Co. & Evva C. Bryan	9	68
Lela Ulrich & Thos. E. Knotts & Eva C. Bryan	16 to 19 Inc., 21 to 24 Inc., 26 to 29 Inc.	68
31		
Lela Ulrich & Thos. E. Knotts	20, 25, 30	68
Henrietta J. Randall & Thos. E. Knotts & Evva C. Bryan	31 to 34, 36 to 39, 41 to 44 Inc., HG	68
Henrietta J. Randall & Thos. E. Knotts	35, 40	68
Lela Ulrich & Thos. E. Knotts	1, 6, 26	69
Lela Ulrich & Thomas E. Knotts & Evva C. Bryan	2 to 5 Inc., 23, 24, 25, 27 to 30 Inc., E, F	69
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	7 to 10 Inc., 12, 13, 14, 39 to 41, Inc., 43, 44, C. D.	69
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	11	69
Henrietta J. Randall & Thos. E. Knotts & Evva C. Bryan	15, 17 to 20 Inc., 22, 32 to 35 Inc., 38	69
Henrietta J. Randall & Thos. E. Knotts	16, 21, 31, 36	69
Calumet Land Co. & Eunice A. Youche	37	69
Henrietta J. Randall & Thos. E. Knotts & Evva C. Bryan	1, 2, 4, 5, 6 A, B	70
Henrietta J. Randall & Thos. W. Knotts	3	70
Lela Ulrich & Thos. E. Knotts	7, 8, 10	70
Lela Ulrich & Thos. E. Knotts & Evva C. Bryan	9, 11 to 14 Inc.	70

Owners.	Lots.	Block.
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	15 to 20 Inc.	70
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	16 to 19 Inc., 21, 22	70
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	1, 2 4 to 7 Inc., 9..	71
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	3, 8	71
Henrietta J. Randall & Thos. E. Knotts & Evva C. Bryan	10 to 12 Inc., 14 17	71
32		
Henrietta J. Randall & Thos E. Knotts	13, 15, 16	71
Lela Ulrich & Thos E. Knotts & Evva C. Bryan	21 to 24 Inc., 26, 18 19	71
Lela Ulrich & Thos. E. Knotts	20, 25	71
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	1, 2, 3, 5 to 8 Inc., 10 to 13 Inc., 15, 16, 17	72
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	4, 9, 14	72
Lela Ulrich & Thos. E. Knotts & Evva C. Bryan	18, 20 to 23 Inc., 25, 26, 40, 42 to 45 Inc., 48	72
Lela Ulrich & Thos. E. Knotts	19, 24, 41, 46, 47..	72
Henrietta J. Randall & Thos. E. Knotts & Evva C. Bryan	27, 28, 30, 31, 34, 35, 37, 38, 39, 49, 50, 51	72
Henrietta J. Randall & Thos. E. Knotts.	29, 32, 33, 36, 52..	72
Henrietta J. Randall & Thos. E. Knotts & Evva C. Bryan	1 to 4 Inc., 6, 7, 8, 13 to 16, Ind.	73
Henrietta J. Randall & Thos E. Knotts.	5, 10, 11, 12	73
Louis A. Bryan & Evva C. Bryan	9	73
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	17, 22 23, 32	73
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	18 to 21 Inc., 28 to 31 Inc., 33 to 36 Inc.	73
Mary Mackenzie & Thos. E. Knotts	24	73
Calumet Land Co	25	73

Owners.	Lots.	Block.
Kadish Tuvin & Thos. E. Knotts	26, 27	73
Lela Ulrich & Thos E. Knotts	37, 42, 43, 44, 51	73
Lela Ulrich & Thos E. Knotts & Evva C. Bryan	38 to 41 Inc., 45, 46, 49, 50, 52	73
33		
Thomas F. Lillis & Calumet Land Co.	47, 48	73
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	1, 2, 3, 5, 10, 11, 12, 22, 23	74
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	4, 15, 16, 17, 21	74
Calumet Land Co. & Thos. E. Knotts	6 to 9 Inc.	74
Johanette Bock	13, 14	74
Herbert E. Graham	18, 19, 20	74
Lela Ulrich & Thos E. Knotts & Evva C. Bryan	24, 25, 42 to 45, Inc., 47, 48, 49, 51	74
Lela Ulrich & Thos. E. Knotts	26, 41, 46, 52	74
Henrietta J. Randall & Thos. E. Knotts & Evva C. Bryan	27 to 30, Inc., 32 to 35 Inc., 37 to 40 Inc.	74
Henrietta J. Randall & Thos. E. Knotts.	31, 36	74
Calumet Land Co	50	74
Mrs. L. R. Wartelsky	1	75
Calumet Land Co. & Emma C. Swindell	2	75
Henrietta J. Randall, Thos. E. Knotts & Evva C. Bryan	3, 4, 14, 21, 25, 29, 30	75
Henrietta J. Randall, Thos. E. Knotts.	15, 23, 26	75
Calumet Land Co., Evva C. Bryan	5, 18, 19, 20, 24	75
Calumet Land Co	6 to 13 Inc., 16, 17, 22	75
Charles Gallagher	27, 28	75
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	31, 36	75
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	32 to 35 Inc., 37 to 40 Inc.	75
Lela Ulrich & Thos. E. Knotts	41, 46, 47, 48, 51, 52	75
34		
Lela Ulrich & Thos. E. Knotts & Evva C. Bryan	42 to 45 Inc	75
Nils W. Wallin & Calumet Land Co.	49 & 50 Inc.	75

All of South Broadway Addition to Gary, Indiana, as marked and laid down on the recorded plat thereof, in the Recorder's Office of Lake County, Indiana, in Plat Book No. 7, Page 8, being a subdivision of the South-west quarter (S. W. ¼) of the South-west quarter (S. W. ¼) of Section 22, Township 36 North, Range 8 West, in Lake County, Indiana, will be benefited, and the names of the lot owners and the lots in South Broadway Addition to Gary so benefitted, are respectively as follows:

Owners and Lands Affected.

Owners.	Lots.	Block.
South Broadway Land Company	1 to 18, 23 to 37, Inc. 39, 40, 43 to 48	1
Charles E. Norman	38	1
J. E. Lewis	19 to 22	1
David Englehart	41, 42	1
South Broadway Land Company	1 to 24, 27 to 48	2
Charles H. Emerson	25, 26	2
South Broadway Land Company	1 to 48	3
South Broadway Land Company	1 to 48	4
South Broadway Land Company	1 to 48	5
South Broadway Land Company	3, 4, 7 to 48	6
G. F. Lenocker	1, 2	6
Zacharias Gillepie	5, 6	6
South Broadway Land Company	1 to 28, 30 to 37 39 to 48	7
Jeremiah F. and Margaret Wallace	29	7

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Richard Kenny	38	7
South Broadway Land Company	1, 2, 4 to 37, 40 to 48	8
Cornelius Louis Petrie	3	8
Karl Otto Kohler	38, 39	8

A part of Koephe's Subdivision as marked and laid down on the recorded plat thereof, in the Recorder's Office of Lake County, Indiana, in Plat Book No. 7, Page 18, being that part of said subdivision lying South of the East and West center line of Section 17, (said subdivision being a subdivision of the East 31 acres of Lot 2, Section 17, Township 36 North, Range 8 West, in Lake County, Indiana) will be benefitted, and the names of the lots owners and the lots in said Koepke's Subdivision so benefitted, are respectively as follows:

Owners and Lands Affected.

Owners.	Lots.	Block.
Thomas E. Knotts	1 to 49	5
Edward K. Findlay	1 to 53	6

All of Lincoln Park Addition to Gary, as marked and laid down on the recorded plat thereof in the Recorder's Office of Lake County, Indiana, in Plat Book No. 6, Page 15, being a subdivision of the North-west quarter (N. W. ¼) of the South-west quarter (S. W. ¼) and the West half (W. ½) of the North-east quarter (N. S. ¼) of the South-west quarter (S. W. ¼) of Section 16, Township 36 North, Range 8 West in Lake County, Indiana, will be benefitted, and the names of the lot owners and the lots in said Lincoln Park Addition to Gary, so benefitted, are respectively as follows:

36 *Owners and Lands Affected.*

Names.	Lots.	Block.
John B. and Elizabeth Carrier	1, 2 3	1
Adolph Berntsen	4	1
United States Land Company	5, 6, 8, 19 to 22, 26 to 34, 39, 41, 44, 45, 46, 49, 56, 57, 61 to 65, 67 to 80, 83 to 92, 94	1
Carl J. Rosen	49	1
Charles Oscar Johnson	7	1
T. F. Russell	9	1
Eugene H. Hill	10	1
Louis Votroubek	11 to 18	1
Will Jessie	23	1
August Kozakewitz and Anna Kozajewitz (wife)	24, 25	1
David Jones	35, 36	1
Jethro Wesley Card	37, 38	1
John G. Ditz	40	1
Ralph D. Fillipo	42	1
Mrs. Delia Galbraith	43	1
Walter C. Gibson	47	1
Ella Bosher	48	1
George James Baier	50, 51	1
Adelbert Knott	52	1
Owners.	**Lots.**	**Block.**
D. Henry Krause	53	1
George H. Tissen	54, 55	1
Jackson McGuire	58	1
Clarence Warren Gasque	59	1
Mrs. Anna Howell	60	1

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Marcus Hale	65	1
Marcus Hall	66	1
Chas. Herman Rhines	81, 82	1
Peter Pallagi	93	1

Names.	Lots.	Block.
United States Land Company	1, 2, 9 to 14 Inc., 17, 19, 20, 23 to 36, Inc., 41 to 44, Inc., 49, 50, 53 to 57 Inc., 61, 62, 63, 66, 69 to 72, Inc., 74 to 94, Inc.	2
Wm. E. Hollerich	3 & E. ½ 4	2
Cornelius M. Hollerich	W. ½ 4 & all 5	2
Peter Hollerich	6, 7, 8	2
Frank C. Lamb	15, 16	2
Rosario Centanni	18	2
August Kozokeurtz	21, 22	2
Max Vanselow	37	2
Mrs. Martha Carrie Nelson	38	2
Arminta Bailey	39, 40	2
James Nicholson	45, 46	2
Mrs. W. Jankowski	47, 48	2
Chas. H. Rogers	51, 52	2
Theodore Birr	58, 59	2
Walter Gaughen	60	2
Mike Armanda	64	2
Frank Faloto	65	2
Frank B. Carter	67	2
Ella Thomas & Almeta Albert	68	2
Ralph D. Fillipo	73	2
United States Land Company	1 to 8 Inc., 11 to 20 Inc., 41 to 44 Inc., 46, 47, 49, 50, 63 to 82 Inc., 86 to 91 Inc.	3
38		
Carl Yackel	9, 10	3
Chas. Oscar & Jennie Alvida Johnson	21	3
Mrs. Helen Gillig Telford	37, 38	3
Harlan Preston	39	3
David Coates	40	3
Martha S. French	45	3
Louis Kevatenz	48	3
Charles Warfield	51, 52	3
Herman Polenz	53, 54, 55	3
Chas. E. & Lottie Olson	56, 57	3
Feliz Miedzielski	58	3
Stefan & Anna Sech	59, 60	3
Joseph Richin	61, 62	3
Zachary M. Purzycki	83, 84, 85	3

Owners.	Lots.	Block.
United States Land Co	1 to 10 Inc., 13 to 20 Inc., 23 to 31 Inc., 33, 36 to 41 Inc., 47 to 54 Inc. 61 to 77 Inc. 83 to 94 Inc.	4
Casper Meyer	11, 12	4
Leo & Franziska Mudlaff	21, 22	4
Paul Vuruna	32	4
Richard & Amanda Vauselow	34, 35	4
Jos. T. & Mary Gilliker	42, 43, 44	4
August G. & Bertha Hoernke	45, 46	4
Frank W. Board	55, 56	4
Josef Waskewicz	57, 58	4
Harold Erickson	59	4
Mike Zibricky	60	4
Anna K. Mueller	78, 79	4
39		
United States Land Co	1 to 5 Inc., 7, 8, 9, 11 to 50 Inc., 61 62, 64 to 94, Inc.	5
Fred E. and Myrtle E. Hagen	81 & 82	4
Walter C. Gibson	6	5
Henrietta Gibson	10	5
C. Emmett Smith & May (wife)	51 to 54 Inc.	5
Paul Fadlevic	55	5
Andrs Klobucas	56	5
Mike Rohoska	57	5
Mrs. Victoria Harris	58	5
Silas Green & Hattie (wife) & Bertha Thomas	59, 60	5
Theodore Birr	63	5
United States Land Co	1 to 8 Inc. 11 to 36 Inc. 39, 40 41, 42, 44, 45, 46, 49 to 52 Inc. 56, 61, 62, 63, 66, to 90 Inc. 93 to 103 Inc. 107, 108, 109, 110, 115, to 125 Inc. 127 to 134 Inc. 136	6
James Nicholson	37 & 38	6
Frederick Fisher	9, 10	6
E. Henry Hittinger	43	6
Walter G. Hubbard	47, 48	6
Bertha E. Hurd	53, 54, 55	6
Mike Rohoska	57	6

Owners.	Lots.	Block.
Ida G. Huffard	58	6
Zachary M. Purzycki	59, 60	6
Charles Durkoop	65, 65	6
Merton C. Robbins	91, 92, 104, 105, 106 111 to 114 Inc...	6
C. Emmett Smith & May (wife)	135, 137, 138, 139..	6

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William Kunert	140, 141	6
Carl J. Rosen	126	6

Owners and Lands Affected in South Gary Subdivision.

A part of South Gary Subdivision as marked and laid down upon the recorded plat thereof, in the Recorder's Office of Lake County, Indiana, in Plat Book No. 7, page 13, being that part of sais subdivision in the South-west quarter (S. W. ¼) of the South-east quarter (S. E. ¼) of Section 22, Township 36 North, Range 8 West, in Lake County, Indiana, will be benefited, and the names of the lot owners and the lots in said South Gary Subdivision so benefited, are respectively as follows:

Owners.	Lots.	Block.
South Gary Land and Construction Company..	1 to 24	3
South Gary Land and Construction Company..	1 to 26	4
South Gary Land and Construction Company..	1 to 52	5
South Gary Land and Construction Company..	1 to 48	6
South Gary Land and Construction Company..	1 to 48	11
South Gary Land and Construction Company..	1 to 52	12
South Gary Land and Construction Company..	1 to 52	13
South Gary Land and Construction Company..	1 to 48	14
South Gary Land and Construction Company..	1 to 48	19
South Gary Land and Construction Company..	1 to 52	20

The Chicago Suburban Land and Investment Company's Addition to Liverpool as marked and laid down on the recorded plat thereof, in the Recorder's Office of Lake County, Indiana, in Plat Book, No. 2, page 33, being a subdivision of that part lying West of the River of the Southwest quarter (S. W. ¼) of Section 13, Township 36 North, Range 8 West, in Lake County, Indiana,
41 will be benefitted, and the names of the lot owners and the lots in said Chicago Suburban Land and Investment Company's Addition to Liverpool so benefitted, are respectively as follows:

Owners and Lands Affected.

Owners.	Lots.	Block.
Chicago Suburban Land and Investment Co.	1 to 6, 10 to 14....	1
Sophie Trier	7, 9	1
Mrs. Margaret Flemming	8	1
Emil Severin	1	2
Chicago Suburban Land and Investment Co.	2 to 10, 26	2
Gottlieb Schoenemann	11, 12	2
Johanna Schmekel	13	2
Julia Wallack	14	2
Mrs. Hulda Ahrens	15	2
Mrs. Gertrude Johnson	16	2
Mrs. William Mulraney	17	2
Louis Flemming	18	2
Frank G. Ruelmann	19, 20 (J. W. Dixon Tax)	2
Nick Pauley	21	2
Mary Flaming	22, 23	2
Henry Trier	24, 25	2
Julius Schrader	1	3
N. J. Fry	3	3
Herman Fry	4 to 10	3
Carl Wipper	21, 22	3
John J. Mruzkowski	23, 24	3
Diedrich Dose	28, (Oscar Anderson Tax)	3
C. J. Nelson	29	3
42		
Freda Spies	31	3
Chicago Suburban Land & Investment Co.	2, 11 to 20 Inc., 25, 26, 27, 30, 32 to 38 Inc.	3
Chicago Suburban Land & Investment Co.	1, 10, 14, 26 to 29, Inc., 32, 40 to 43 Inc.	4
John C. Miller	2	4
Edward Miller	3	4
Christ Miller	4	4
Ella O. Johnson	5	4
Adolph Trier	6, 7, 8	4
Henry Trier	9	4
Henry & Mary Wagner	11, 12	4
John & Mary Wagner	13	4
Catherine Windbiel	15 to 18 Inc. 22, 23	4

Owners.	Lots.	Block.
Henry Keshling	19, 20	4
Annie Banyan	21	4
Wm. Hollir	24, 25	4
Karl P. Klinert	30	4
John Roth	33 (Maggie Escherich Tax)	4
Paul Sharmach	34, 35 " " "	4
Peter Aubert	36, 37	4
Peter Oberhilig	38, 39	4
Herman Loeffler	44	4
Paul Loeffler	31, 45, 46	4
Wm. Spormann	1, 2	5
Bertha Pauley	3, 4, 5, 6	5
Mrs. K. Burns	7	5
John R. Desheron	8	5
43		
Herman Stuebing	9, 10	5
Chicago Suburban Land & Investment Co.	11 to 15 Inc., 26 27	5
John J. Mruckowski	16	5
Catherine Rippinger	17, 18	5
John Sharmach	19, 20	5
Carl Wipper	28	5
Catherine Windbiel	21 to 23 Inc., 29 to 32 Inc., 34 to 42 Inc.	5
P. J. Powers	24, 25	5
Otto Zinnof	33	5
Jacob Kaul	43, 44	5
Agnes Bergemann (Nicklos)	45	5
Charles E. Arms	46	5
Fritz Zutterlien	1, 2	6
Chicago Suburban Land & Investment Co.	3, 4, 12, 13, 15 to 20 Inc.	6
S. P. Nelson	5	6
Waclaw Duzewski	6, 7	6
Cæsar Duzewski	8, 9	6
Herman Huber	10, 11	6
Augusta Peterson	14	6
Mary Stanton	21 to 24 Inc.	6
Catherine Windbiel	25 to 30 Inc., 33 to 45 Inc.	6
Mrs. A. M. Albert	31, 32	6
Anna Maria Koller	1 to 9 Inc., 16 to 19 Inc.	7
Ida Witzman	10, 11	7
Wm. L. Ludwig	12	7

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Names.	Lots.	Block.
John Trier	13, 14, 15	7
Susan K. Windbiel	20 to 23 Inc.	7
Joseph & Azilda Heroux	24	7
John Peter Berks	1	8
Charles Dahlsji	2	8
Mrs. Sophie Trier	3, 4	8
Florence Landes	5, 6	8
Otto Randolph	7	8
Barbara Bryner	8	8
H. P. Bjork	9	8
Henry Therstappen	10, 11	8
Mary Carlson	12	8
Chicago Suburban Land & Investment Co.	13, 42	8
Fred Hynes	24, 25	8
Anna M. Koller	14 to 23 Inc., 34 to 41 Inc.	8
John Lotz	26 to 30 Inc.	8
John H. Windbiel	31	8
Emil Baknfelth	32, 33	8
J. F. Lawrence	43	8
John Trier & Ferdinand Bolk	44	8
John Trier & L. A. Du Bois	45, 46	8
Angeline Kasel	1	9
Charles Wittke	2	9
Wm. Sloats	3.	9
John Sturm	4	9
Chicago Suburban Land & Investment Co.	5, 6, 7, 11, 14 to 17 Inc. 41, 42, 45, 46	9
Julius Schrader	8, 9, 10	9
Michael J. McGrath	12, 13	9

45

Anna M. Koller	18 to 32 Inc. 34 to 39 Inc.	9
George Ratz	33	9
Peter Schmidt	40	9
Nicholas F. Goedicker	43, 44	9

All of River Shore Addition to East Chicago, as marked and laid down on the recorded plat thereof, in the Recorder's Office of Lake County, Indiana, in Plat Book No. 2, Page 22, being a Subdivision of that part North of the Pittsburg, Ft. Wayne & Chicago Railroad of the West Half (W. ½) (W. ½) of the South-west quarter, (S. W. ¼) of Section 14, Township 36, North Range 8 West in Lake County, Indiana, will be benefitted, and names of the lot

owners and the lots in said River Shore Addition to East Chicago so benefitted, are respectively as follows:

Owners.	Lots.	Block.
J. Miles Standish	1, 2	1
Mary Riordan	3, 4	1
David E. Fish	5 to 23 Inc.	1
A. C. Moorehead	24	1
Ernest C. Johnson	25	1
Leonora M. Hart	1, 13, 14, 15, 20 to 25 Inc.	2
Charles S. Beggs	2	2
Edward J. White	3, 4	2
Anna C. Treulieb	5 to 12 Inc.	2
Lena Rosenzvieg	16	2
Martha J. Phillips	17, 18, 19	2
James S. Pogue	1 to 9 Inc., 12 to 17 Inc. 19, 20, 21..	3
Emily M. Mealiff	10, 11	3
H. P. Bullock	18	3
John O'Connell	22, 23	3
46		
Leonora M. Hart	24, 25, 33 to 37 Inc. 39 to 43 Inc. 47, 48, 51, 52	3
Charles Batty	26, 44	3
John H. Barker	27, 28, 29	3
Carmine Vizza	30	3
Adolph Zeller	31	3
Vanderberg O. Beck and Olds	32	3
Albert Engers	45, 46	3
Armanis F. Knotts	38, 49, 50	3
Arah M. Whitney and Frank Abel	53, 54, 55	3
Joseph Soboscijk	56	3
Jennie Fisher	57	3
Wm. J. Schultz	1	4
George P. Beardsley	2, 3, 4	4
Leonora M. Hart	5, 8, 9, 10, 73	4
Frederick Scheuerman	6, 7	4
Hugh B. Smith	11, 12, 13	4
R. T. Kelley	14	4
J. W. Walch	15 to 19 Inc	4
Florence Pearce	20, 21, 22, 36, 37, 44 to 49 Inc., 56 & 57	4
George Fritzinger	23, 24	4
Armanis F. Knotts	25, 26, 65 to 70 Inc.	4
Carl F. Griesser	27, 28	4
Sarah M. Curtis	29	4

Owner.	Lot.	Block.
Milton Bayne	30, 31	4
Frederick A. Rehkopf	32 & 35 Inc.	4
Roy L. Everly	38 to 43 Inc., 50 to 55 Inc.	4
47		
John H. Ryan	59 and 60 Inc.	4
J. L. Hurd	61, 62	4
John Le Drake	63 and 64	4
August P. Lundin	71, 72	4
David E. Fiske	1 to 17 Inc., 19, 10, 42 Inc., 45 to 47 Inc., 56 to 59 Inc.	5
Gustave Peil	18	5
Armanis F. Knotts	43, 44, 52, 54, 55	5
Leonora M. Hart	48, 49	5
Marcellus Brown	50	5
Leonie Boise	51, 53	5
Isaac Goldman	60	5
Morris Goldman	61	5
Matilda M. Hanson	62 to 86 Inc.	5
Roy L. Maxson	87	5
Armanis F. Knotts	1 to 4 Inc.	6
Leonora M. Hart	5, 6, 7, 19, 20, 21 24 to 37	6
W. O. & E. C. Merrick	8 to 12 Inc.	6
John Larson	13 to 17 Inc.	6
Joseph M. Steffis	18	6
J. P. Thomas	22, 23	6
Carl Muller	38	6
Caroline Reichel	39, 40	6
Edson Keith & Co	41, 42, 43	6
David E. Fiske	1 to 57	7
Augustus Josephine Nelson	1, 2	8
Jane Scott	3	8
David E. Fiske	4 to 7 Inc., 18 to 31 Inc., 45 to 56 Inc.	8
48		
Alice Barker	8, 9	8
Leonora M. Hart	10, 11	8
Mary Jane Jackson	12	8
Wm. Schmidt	13, 14	8
George F. Wallace	15	8
E. A. Griggs	16, 17	8
J. L. Hurd	32, 33	8
Louis H. Kirberg	34, 35	8
H. I. F. Wasica	36	8
Armanis F. Knotts	37, 38, 39	8
James W. Southwick	40 to 44 Inc.	8

Names.	Lots.	Block.
John Leu	57	8
David E. Fiske	1 to 30 Inc.	9
Michael Dwyer	33, 34	9
Richard Collins	35, 36	9
Barney Johnson	37, 38	9
John Fitzgerald	39	9
Armanis F. Knotts	31, 32, 51, 52, 53, 55, 56	9
Henry Clough, Trustee	40, 41	9
Michael O'Grady	42 to 47 Inc.	9
William Daly	48	9
E. L. Floreth	50	9
Frank Abel	54	9
Wm. E. Honer	57 to 60 Inc.	9

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49 Also the following land with the nam*ds* of the owners, description and acreage:

		Sec.	Twp.	Range.	A's.
Anthony J. Drexel	South-east ¼ of South-east ¼	4,	36,	7,	40
Anthony J. Drexel	South-east ¼ of South-east ¼	4,	36,	7,	40
Anthony J. Drexel	North-west ¼ of South-east ¼	4,	36,	7,	40
Anthony J. Drexel	North-east ¼ of South-east ¼	4,	36,	7,	40
Leonora M. Hart	South-east ¼ of North-east ¼	7,	36,	7,	40
Leonora M. Hart	South-west ¼ of North-east ¼	7,	36,	7,	40
Marguerite M. Hart	South-east ¼ of North-west ¼	7,	36,	7,	40
Marguerite M. Hart	North-west ¼ of South-west ¼	7,	36,	7,	40
Marguerite M. Hart	North-east ¼ of South-west ¼	7,	36,	7,	40
Marguerite M. Hart	South-west ¼ of South-west ¼	7,	36,	7,	40
Marguerite M. Hart	South-west ¼ of South-west ¼	7,	36,	7,	40
Ætna Powder Company	South-west ¼ of North-west ¼	7,	36,	7,	40
Leonora M. Hart	North-west ¼ of South-east ¼	7,	36,	7,	40
Leonora M. Hart	North-east ¼ of South-east ¼	7,	36,	7,	40
Leonora M. Hart	South-west ¼ of South-east ¼	7,	36,	7,	40
Leonora M. Hart	South-east ¼ of South-east ¼	7,	36,	7,	40
Wilhelmina Anderson	South-west ¼ of North-east ¼	8,	36,	7,	40
Wilhelmina Anderson	South-east ¼ of North-east ¼	8,	36,	7,	40
Wilhelmina Anderson	South-west ¼ of North-west ¼	8,	36,	7,	40
Wilhelmina Anderson	South-east ¼ of North-west ¼	8,	36,	7,	40
Knickerbocker Ice Co	North-west ¼ of North-west ¼ (Ex. North 186 4/10 feet)	8,	36,	7,	30
Knickerbocker Ice Co	North-east ¼ of North-west ¼ (Ex. 10 acres in North-east corner and ex. North 186 4/10 feet East & West 9.63 chs. North & South 10.83 chns.)	8,	36,	7,	25

		Sec.	Twp.	Range.	A's.
James B. Tuthill	North-east corner of North-east quarter ¼ of North-west ¼ (Ex. Railroad East and West 9.63 chains, North and South 10.38 chains)	8,	36	7,	7.09
Wilhelmina Anderson	Lot 1 of South-east ¼	8,	36,	7,	32.70
Wilhelmina Anderson	North ½ of Lot 2 of South-east ¼	8,	36,	7,	28.60
Wilhelmina Anderson	South half of Lot 2 of South-east ¼	8,	36,	7,	28.60
Wilhelmina Anderson	North half of Lot 3 of South-west ¼	8,	36,	7,	33.50
Wilhelmina Anderson	South-half of Lot 3 of South-west ¼	8,	36,	7,	33.50
Wilhelmina Anderson	North-west ¼ of South-west ¼	8,	36,	7,	40
Daniel Kilvary	All South of River of Southeast ¼ of South-east ¼	8,	36,	7,	40
Wm. M. Marquardt	All East of River of South-east ¼	8,	36	7,	..
Wilhelmina Anderson	South-west ¼ of South-west ¼	8,	36	7,	40
Selma O. Nelson	West part of lot 1 of North-east ¼, being all West of wire fence and ditch (Ex. Railroad)	9,	36,	7,	..
John Westergren	East part of Lot 1 of North-east ¼, being all East of wire fence and ditch (Ex. Railroad)	9,	36,	7,	..
Selma O. Nelson	Lot 2 (Ex. Railroad)	9,	36,	7,	35.60
Frank Schaff	All South-west of road, Lot 3	9,	36,	7,	4.29
Wilhelmina Griesel	North 40 acres of lot 3 (Ex. Railroad)	9,	36,	7,	27.33
Wilhelmina Griesel	Lot 3 (Ex. North 40 acres and except that part South-west of road)	9,	36,	7,	21
John Papka	East 20 rods of West ½ of West ½ of South-west ¼	9,	36,	7,	..
Daniel Kilvary	West 20 rods of West ½ of West ½ of South-west ¼ (Ex. 1 acre adjoining River, owned by Wm. M. Marquardt, as hereinafter described)	9,	36,	7,	..
Albert A. Reich	West 20 rods of East ½ of West ½ of South-west ¼	9,	36	7,	..

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Peter & Maria Reich	East 20 rods of East ½ of West ½ of South-west ¼	9,	36	7,	..
Wm. M. Marquardt	So much of the following as lies in Section 9, Township 36, North, Range 7 part of West ½ of West ½ of South-west ¼ commencing at South-west side of bridge across Calumet River at crossing of gravel road, then South 32 rods, then West to water's edge, then North along river to place of beginning	9,	36	7,	..
Nicholas Frey	West ½ of lot 5 of South-west ¼	9,	36,	7,	34.90
Philip Schneider	East ½ of lot 5 of South-west ¼	9,	36,	7,	34.90
George Passow and Wm. Kostbade	So much of following as lies in Section 9, commencing 5 chains west of the North-east corner of the South-east ¼ of the South-east ¼ of Section 9, then North to Calumet River, then South 65 degrees West 19.50 chains, then South to Michigan Central Railroad, then South 75 degrees East 2.75 chains, then north 22.85 chains to North-west corner of said South-east ¼ of the South-east ¼, then East 15 chains to place of beginning	9,	36	7,	..
52					
George Passow and Wm. Kostbade	Part of Lot 7 and part of North-east ¼ of South-east ¼ commencing on South side of River on line between Sections 9 and 10, then South 48.50 chains, then West 5 chains, then north to river, then North 65 degrees east 5.50 chains to place of beginning	9,	36,	7,	23

		Sec.	Twp.	Range.	A's.
Philip Schneider, Jr.	So much of following as lies — Section 9, commencing intersection North line Michigan Central Railroad and North and South center line of Section 16, then North 75 degrees East along Railroad 9.45 chains, the- North to Calumet River, then South-west along River to center North and South line of Section 9, then South to place of beginning	9,	36,	7,	..
Philip Schneider, Jr.	So much of following as lies in Section 9, commencing on North line Michigan Central Railroad 623.7 feet East of center line of Section 16 then east 237 feet, then North 963.63 feet, then East 328 feet, then North to river, then West to point North of place of beginning then South to place of beginning	9,	36,	7,	..
Philip Schneider, Jr.	So much of following as lies in Section 9, commencing 860.7 feet East on North line of Railroad from center line of Section 16, then North 207.5 feet, then East 50.5 feet, then South-east 205 feet, then West 80 feet to place of beginning	9,	36,	7,	..
Lake Shore & Michigan Southern Railway Company	The east 35.61 *cah*ins of that part of Lake Shore & Michigan Southern Railroad of North-east ¼	5,	36,	7,	44.22
53					
Lake Shore & Michigan Southern Railway Co	All North of the Lake Shore & Michigan Southern Railroad of the East 13.38 chains of the West 44.59 chains of the North ½	5,	36,	7,	19.249

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Flora N. Biggs	East 22.27 chains of the West 31.21 chains of the North ½ (Ex. Railroad's)	5,	36,	7,	..
Lake Shore & Michigan Railway Co.	West 590 feet of Northwest ¼ lying North of the following line: Commencing on West line of Section 5, 986.6 feet South of North-west corner, then East to East line said 590 feet, at point 991.8 feet South of North line of Section 5, (Ex. Railroad)	5,	36	7,	13.343
Anna L. Anderson	North of gravel road West ½ of South-west ¼ (Ex. Railroad and ex. 1.80 acres in South-east corner commencing 190 feet North of the center of Baltimore & Ohio Railway on the East line, thence North 238 feet, West 350 feet, South 90 feet East 350 feet to place of beginning)	5,	36,	7,	16.05
Garden City Sand Co	South-west ¼ of South-east ¼	5,	36,	7,	40
Garden City Sand Co	North-east ¼ of South-east ¼	5,	36,	7,	40
Garden City Sand Co	South-west ¼ of South-east ¼	5,	36,	7,	40
Garden City Sand Co	South-east ¼ of South-east ¼	5,	36,	7,	40
Charles B. Bailey	East 1043.2 feet of South-east ¼ of North-east ¼ .. 54	6,	36,	7,	..
Patrick J. Sexton	North ½ of lot 1 of East ½ of North-east ¼	16,	36,	7,	38.50
" " "	South ½ of lot 1 of East ½ of North-east ¼	16,	36,	7,	38.50
William T. Cushing	North ½ of lot 2	16,	36,	7,	32.50
" " "	South ½ of lot 2	16,	36,	7,	32.50
Wililam T. Cushing	Lot 4 (Ex. 10 acres off of South end and piece in North-west corner commencing at the North-west corner South 40 rods, East parallel with Railroad 23 rods, thence North 20 rods, East parallel to Railroad 26 rods, thence North 20 rods to Railroad, West 49 rods to place of beginning)	16,	36,	7,	34

		Sec.	Twp.	Range.	A's.
John Becker	Part lot 4 commencing 20 rods South of North-west corner, then South 20 rods, then East 23 rods, then North 20 rods, then West 23 rods to place of beginning	16,	36,	7,	2.95
Margaret Marquardt	Lot 8	16,	36,	7,	..
Esther Babcock	Lot 10	16,	36,	7,	..
Anna Blaemire	Lot 7	16,	36,	7,	..
John N. Bos	Part lot 12, commencing on East line 600 feet South of gravel road then North 600 feet, then West 650 feet, then South 200 feet, then South-east to place of beginning	16,	36,	7,	5.96
Susan Kappleman	Lot 9	16,	36,	7,	..
Susan Kappleman	Lot 11	16,	36,	7,	..
Susan Kappleman	That part of lot 12 South of the highway and North of Deep River, except 5.96 acres owned by John W. Bos, as above described	16,	36,	7,	..
Frank Florian	West ½ of South-west ¼ of South-west ¼ (Ex South 6 acres)	16,	36,	7,	14
54½					
Andrew Peter Larson	South 6 acres of West ½ of South-west ¼ of South-west ¼	16,	36,	7,	6
Andrew Peter Larson	All West of Deep River of South 396 feet of East ½ of South-west ¼ of South-west ¼	16,	36,	7,	..
55					
Anna Blaemire	All East of River of South ½ of Lot 14	16,	36,	7,	40
Harry T. and Anna Quinnell	North-east ¼ of South-west ¼, being all East of River	16,	36,	7,	30
Andreas P. Thorne	All West of River in Lot 14	16,	36,	7,	9

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Thomas J. McDevitt	North ½ of Lot 15	16,	36,	7,	40
Thomas J. McDevitt	South ½ of Lot 15	16,	36,	7,	40
Walter W. Harrison	South ½ of South-east ¼ of South-east ¼	16,	36,	7,	20
Johannes Chalstrum	North-west Corner of North-east ¼ of South-east ¼ (North and South 60 rods, East and West 26 rods 11 feet)	16,	36,	7,	10
Nils P. Sackerson	South 10 acres of North-east ¼ of South-east ¼	16,	36,	7,	10
Swan August Carlson	North ½ of South-east ¼ of South-east ¼	16,	36,	7,	20
Johannes Malsten	North 30 acres of North-east ¼ of South-east ¼ (Ex. 10 acres North-west corner North and South 60 rods, East and West 26 rods, 11 feet)	16,	36,	7,	20
Helen C. Patterson	All North of Michigan Central Railroad of East ½ of East ½ of North-west ¼	17,	36,	7,	..
Helen C. Patterson	All North of Michigan Central Railroad of West ½ of East ½ of North-west ¼	17,	36,	7,	..
George Earle	North ½ of Lot 3	17,	36,	7,	21.90
George Earle	All North of River of North-west ¼	17,	36,	7,	18.70
George Earle	South ½ of Lot 3	17,	36,	7,	21.90

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George Earle	Lot 1	17,	36,	7,	35.20
George Earle	South-east ¼ of South-west ¼	17,	36,	7,	40
George Earle	South-west ¼ of South-west ¼	17,	36,	7,	40
George Earle	North-west ¼ of South-west ¼	17,	36,	7,	40
George Earle	North-east ¼ of South-west ¼	17,	36,	7,	40
George Earle	North-west ¼ of South-east ¼	17,	36,	7,	40
George Earle	North-east ¼ of South-east ¼	17,	36,	7,	40
George Earle	South-west ¼ of South-east ¼	17,	36,	7,	40
George Earle	South-east ¼ of South-east ¼	17,	36,	7,	40

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		Sec.	Twp.	Range.	A's.
Daniel Kilvary	Part North-east ¼ commencing at North-east corner of Michigan Central Railroad station grounds, then North on Section line to North-east corner section 17, then West 36 rods, then South to Station ground then East to place of beginning	17,	36,	7,	..
Thomas J. Stearns	Part North-east ¼ commencing at North-west corner of the North-east ¼ of the North-east ¼ then East 8 chains, then South 21.15 chains to North-east corner of land owned by Susan Kappleman, then West 3.76 chains, then North 21.15 chains then East 1.76 chains to place of beginning	17,	36,	7,	..
Marguerite M. Hart	Lot 2	18,	36,	7,	40
Leonora M. Hart	West ½ of Lot 1	18,	36,	7,	24.70
57					
Leonora M. Hart	East ½ of Lot 1	18,	36,	7,	24.70
Joseph H. Bruce	South-east ¼ of North-east ¼	18,	36,	7,	40
Joseph H. Bruce	All North of Michigan Central Railroad of the Northeast ¼ of the South-east ¼	18,	36,	7,	..
George Earle	Lot 3	18,	36,	7,	32.50
George Earle	All North of Michigan Central Railroad in Lot 4	18,	36,	7,	..
George Earle	All North of Michigan Central Railroad of the West ½ of the South-west ¼	18,	36,	7,	..
George Earle	All South of Joliet & Northern Indiana Railroad of the South-west ¼	18,	36,	7,	..
George Earle	All North of Michigan Central Railroad in Lot 5	18,	36,	7,	..
George Earle	All South of Michigan Central Railroad of the North-east ¼ of the South-east ¼	18,	36,	7,	..
George Earle	All South of Michigan Central Railroad in Lot 5	18,	36,	7,	..

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George Earle	South-west ¼ of the South-east ¼	18,	36,	7,	40
George Earle	South-east ¼ of South-east ¼	18,	36,	7,	40
Calista J. Smith	North-west ¼ of the North-east ¼	19,	36,	7,	40
Calista J. Smith	North-east ¼ of North-east ¼	19,	36,	7,	40
New Chicago Real Estate & Investment Co.	North-east ¼ of the North-west ¼ (Ex. 5 acres commencing on North Bank of Deep River 33 feet East of East line of the Northwest ¼ of the North-west ¼ then North 500 feet, then East 400 feet, then South 500 feet, then West 400 feet to place of beginning	19,	36,	7,	35
Benjamin F. Hall	Part of North-east ¼ of North-west ¼ commencing on North bank of Deep River 33 feet East of East line of North-west ¼ of North-west ¼ then North 500 feet, then East 400 feet, then South 500 feet, then West 400 feet to place of beginning.	19,	36,	7,	5
John and Anna Keller	North-west ¼ of North-east ¼	20,	36,	7,	40
John and Anna Keller	North-east ¼ of North-east ¼	20,	36,	7,	40
John and Anna Keller	South-west ¼ of North-east ¼	20,	36,	7,	40
John and Anna Keller	South-east ¼ of North-east ¼	20,	36,	7,	40
John A. Johnson	South-east ¼ of North-west ¼	20,	36,	7,	40
Gilbert Isaacson	All East of River of South ½ of South-west ¼	20,	36,	7,	13
John M. Gordon	North-east ¼ of South-west ¼	20,	36,	7,	40
John M. Gordon	North-west ¼ of South-west ¼	20,	36,	7,	40
John E. Larson	All West of River of South ½ of South-west ¼ (Ex. North 27 acres)	20,	36,	7,	39.50
Peter and Louise Wetterland	North 27 acres of that part of South ½ of South-west ¼ West of River	20,	36,	7,	27

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59		Sec.	Twp.	Range.	A's.
Amanda Gordon	North-east ¼ of North-west ¼	21,	36,	7,	40
George F. Davie	All East of River of North-west ¼ of North-west ¼	21,	36,	7,	..
Andrew P. Larson	All West of River of North-west ¼ of North-west ¼	21,	36,	7,	..
John C. and Hariett E. Shearer	North-west ¼ of South-west ¼	21,	36,	7,	40
Dolly Newman	West 10 acres of North-east ¼ of North-west ¼	29,	36,	7,	10
Adolph F. Anderson	All South-east of River of North-west ¼	29,	36,	7,	..
Adolph F. Anderson	South ½ of South-west ¼ of South-west ¼ of North-east ¼	29,	36,	7,	5
John W. Johnson	All West of River of North-east ¼ of North-west ¼ (Ex. West 10 acres)	29,	36,	7,	..
Otto and Joseph Kulage	All West of River of South-east ¼ of North-west ¼	29,	36,	7,	..
John W. Johnson	All West of River of North-west ¼ of North-east ¼	29,	36,	7,	..
John Larson	All east of River of North-west ¼ of North-east ¼ (Ex. 3 acres square in North-west Corner of E. ½ of E. ½ of North-west ¼ of North-east ¼)	29,	36,	7,	..
Eunice A. Youche	3 acres square in North-west corner of East ½ of East ½ of North-west ¼ of North-west ¼ (Ex. 1½ acres square in North-west corner)	29,	36,	7,	1½
60					
Thaddeus S. Fancher	1½ acres square in North-west corner of East ½ of East ½ of North-west ¼ of North-east ¼	29,	36,	7,	1½
Emma Bridle	All East of River of South ½ of North-west ¼ of South-west ¼ of North-east ¼	29,	36,	7,	..
Emma Bridle	All East of River of North ½ of South-west ¼ of South-west ¼ of North-east ¼	29,	36,	7,	..
John Larson, Jr	East ½ of South-west ¼ of North-east ¼	29,	36,	7,	..
Isabella Blaemire	All East of River of North ½ of North-west ¼ of South-west ¼ of North-east ¼	29,	36,	7,	..

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Joseph J. and Otto Kulage	All West of River of South-west ¼ of North-east ¼	29,	36,	7,	2¾
National Fire Proofing Company	All that part of the South-west ¼ of South-west ¼ lying North of Pittsburgh, Ft. Wayne & Chicago Railroad	29,	36,	7,	..
Joseph J. and Otto Kulage	All that part of the South-west ¼ lying South of Pitts., Ft. Wayne & Chicago Railroad	29,	36,	7,	11.109
Augustus Wood	All that part of South-west ¼ North of Pittsburg, Ft. Wayne & Chicago Railroad, and between old and new channel of Deep River	29,	36,	7,	5
61					
Lake Shore & Michigan Southern Railway Co	All that part of the North-west ¼ of the North-west ¼ lying North of a line commencing on the West line of said Section 971.6 feet South of North-west Corner thereof, and running to point in east line of said Section 924.5 feet South of the North east corner thereof	1,	36,	8,	..
Arthur St. M. Claflin, Gertrude Ulrich and Steel City Realty Co.	North-west ¼ of South-west ¼	1,	36,	8,	40
Arthur St. M. Claflin, Gertrude Ulrich and Steel City Realty Co.	North-east ¼ of South-west ¼	1,	36,	8,	40
Arthur St. M. Claflin, Gertrude Ulrich and Steel City Realty Co.	South-west ¼ of South-west ¼ (Ex. Railroads)	1,	36,	8,	..
Arthur St. M. Claflin, Gertrude Ulrich and Steel City Realty Co.	South-east ¼ of South-west ¼ (Ex. Railroads)	1,	36,	8,	12.84
Gary Land Company	North-east ¼ of South-east ¼ (Ex. Railroads)	1,	36,	8,	..
Gary Land Company	South-west ¼ of South-east ¼ (Ex. Railroads)	1,	36,	8,	..
Gary Land Company	North-west ¼ of South-east ¼ (Ex. Railroads)	1,	36,	8,	..

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		Sec.	Twp.	Range.	A's.
Aetna Powder Co.	South-east Corner of South-east ¼ of South-east ¼ Commencing at South-east corner of South-east ¼ of South-east ¼ thence West 1,245 feet, north 46 d-grees 30 minutes, East 830 feet to South line of right of Way of railroad, thence North 74 degrees East along railroad 700 Feet, to East line of South-east ¼ of South-east ¼, thence South 796 feet to beginning, (Except railroad)	1,	36,	8,	12.84
62					
Gary Land Company	South-east ¼ of North-east ¼ (Ex. Railroads)	2,	36,	8,	..
Arthur B. Blanchard and Armanis F. Knotts	North-east ¼ of North-east ¼ (Ex. Railroads)	2,	36,	8,	24.63
Gary Land Company	South-west ¼ of South-west ¼ (Ex. Railroads)	2,	36,	8,	..
Gary Land Company	South-east ¼ of South-west ¼ (Ex. Railroads)	2,	36,	8,	..
Gary Land Company	North-east ¼ of South-east ¼ (Ex. Railroads)	2,	36,	8,	..
Gary Land Company	South-west ¼ of South-east ¼	2,	36,	8,	..
Gary Land Company	South-east ¼ of South-east ¼	2,	36,	8,	..
Frederick Gwinner	East ½ of South-east ¼ of South-east ¼	10,	36,	8,	20
John Gunzenhauser	West ½ of South-east ¼ of South-east ¼	10,	36,	8,	20
Aetna Powder Co.	North-west ¼ of North-west ¼	12,	36,	8,	40
Aetna Powder Co.	North-east ¼ of North-west ¼	12,	36,	8,	40
John Powers	That part of the North 40 acres of Lot 2, lying South of a line drawn from the North-east corner thereof to a point on the West line of said lot 562 feet South of the North-west corner thereof	12,	36,	8,	..
John Powers	Lot 2, (Except the North 40 acres thereof)	**12,**	**36,**	8,	16.70

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John Powers	That part of the North 40 acres of Lot 3, lying South of a line drawn from a point in the East line of said lot, 562 feet South of the North-east corner thereof to a point in the west line thereof 835.45 feet South of the North-west Corner thereof.	12,	36,	8,	..	
John Powers	Lot 3 (Ex. the North 40 acres)	12,	36,	8,	23.90	
John Powers	That part of lot 4 lying South of a line drawn from a point in the East line of the North-west ¼ of the South-west ¼ 835.45 feet South of the North east corner thereof, to a point in the West line of Lot 4 1,368.9 feet South of the East and West center line of said Section	12,	36,	8,	..	
John Powers	Lot 5, except that part thereof in East ½ of South-east ¼	12,	36,	8,	..	
John Powers	Lot 6	12,	36,	8,	3.84	
Samuel M. St. Clair and Selma L Kohn	That part of Lot 2 lying North of a line drawn from the North-east corner thereof to a point 562 feet South of the North-west corner thereof	12,	36,	8,	..	
Samuel M. St. Clair and Selma L. Kohn	That part of Lot 3 North of a line drawn from a point 562 feet South of the North-east corner thereof, to a point 835.45 feet South of the North-west corner thereof	12,	36,	8,	..	
Samuel M. St. Clair and Selma L. Kohn	That part of Lot 4 North of a line drawn from a point 835.45 feet South of the North-east corner of the North-west ¼ of the South-west ¼ to a point 1,368.9 feet South of the North-west corner of said North-west ¼ of South-west ¼	12,	36,	8,	..	

		Sec.	Twp.	Range.	A's.
Jacob Zelibor	North-east ¼ of South-east ¼	12,	36,	8,	40
Jacob Zelibor	Lot 1	12,	36,	8,	36.50
Jacob Zelibor	North of River of East ½ of North-east ¼	13,	36,	8,	..
John H. Brooks and Oliver H. Bogue	West ½ of Lot 1	13,	36,	8,	30.50
John H. Brooks and Oliver H. Bogue	East ½ of Lot 1	13,	36,	8,	30.50
Oliver H. Bogue, William E. Higgins, Henrietta E. Weir, Thomas J. Wood, Wilhelmina Griesel, and George Earle	North-east ¼ of South-east ¼	13,	36,	8,	40
Oliver H. Bogue, William E. Higgins, Henrietta E. Weir, Thomas J. Wood, Wilhelmina Greisel, and George Earle	South-east ¼ of South-east ¼	13,	36,	8,	40
Oliver H. Bogue, William E. Higgins, Henrietta E. Wier, Thomas J. Wood, Wilhelmina Greisel and George Earle	South-west ¼ of South-east ¼	13,	36,	8,	40
Oliver H. Bogue, William E. Higgins, Henrietta E. Weir, Thomas J. Wood, Wilhelmina Greisel and George Earle	North-west ¼ of South-east ¼	13,	36,	8,	40
Oliver H. Bogue, William E. Higgins, Henrietta E. Weir, Thomas J. Wood, Wilhelmina Greisel and George Earle	All that part of Lot 2, in North-east ¼	13,	36,	8,	14.62

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Chicago Surburban Land & Investment Company	North-east ¼ of the South-west ¼	13,	36,	8,	40
Chicago Surburban Land & Investment Co.	South-east ¼ of the South-west ¼	13,	36,	8,	40
Chicago Surburban Land & Investment Co.	All East of River of North-west ¼ of South-west ¼	13,	36,	8,	..
Chicago Surburban Land & Investment Co.	All East of River of South-west ¼ of South-west ¼	13,	36,	8,	..
Lake County Club	West ½ of Lot 5	13,	36,	8,	28.24
Lake County Club	East ½ of Lot 5	13,	36,	8,	28.24
Charles G. Wicker	South ½ of Lot 6	13,	36,	8,	31.58
Charles G. Wicker	North ½ of Lot 6	13,	36,	8,	31.58
Aetna Powder Co	All that part of Lot 7 in West ½ of North-east ¼	13,	36,	8,	..
John Powers	Lot 8	13,	36,	8,	1.39
John Powers	Lot 9	13,	36,	8,	8.53
John Powers	All the North-west fraction ¼ North of River	13,	36,	8,	30
John Powers	North ½ of Lot 10	13,	36,	8,	22.40
John Powers	South ½ of Lot 10	13,	36,	8,	22.39
John Powers	Lot 1 (Ex. Railroad)	14,	36,	8,	35.30
John Powers	Lot 2	14,	36,	8,	24.70
John Powers	West ½ of Lot 5	14,	36,	8,	29.47
John Powers	East ½ of Lot 5	14,	36,	8,	29.46
John Powers	Lot 6	14,	36,	8,	36.51
Frederick Gwinner	West ½ Lot 3	14,	36,	8,	22.80
Frederick Gwinner	East ½ Lot 3	14,	36,	8,	22.80
Frederick Gwinner	West 1/3 Lot 4	14,	36,	8,	28.11

		Sec.	Twp.	Range.	A's.
Frederick Gwinner	West ½ of East 2/3 of Lot 4	14,	36,	8,	28.11
Frederick Gwinner	East 1/3 of Lot 4	14,	36,	8,	28.11
Lake County Club	Lot 7	14,	36,	8,	20.80
Tolleston Club of Chicago	All South-west of Railroad of West ½ of South-west ¼	14,	36,	8,	40
Lake County Club	North-east ¼ of South-west ¼	14,	36,	8,	40
Lake County Club	South-east ¼ of South-west ¼	14,	36,	8,	40
Lake County Club	North-west ¼ of South-east ¼	14,	36,	8,	40
Lake County Club	North-east ¼ of South-east ¼	14,	36,	8,	40
Lake County Club	South-west ¼ of South-east ¼	14,	36,	8,	40
Lake County Club	South-east ¼ of South-east ¼	14,	36,	8,	40
Frederick W. Schmidt and Nellie Greisel	Lot 6	15,	36,	8,	2.64
Frederick Gwinner	All North-east of Railroad of North-west ¼	15,	36,	8,	38.53
Frederick Gwinner	North ½ Lot 1	15,	36,	8,	28.85
Frederick Gwinner	South ½ of Lot 1	15,	36,	8,	28.85
Frederick Gwinner	North-west ¼ of North-east ¼	15,	36,	8.	40
Frederick Gwinner, Thomas Rodd and Joseph Wood	All North-east of Railroad in Lot 8	15,	36,	8,	..
Gary Realty Co	Part Section commencing in center of Pittsburgh, Ft. Wayne & Chicago Railroad 18.58 chains South-east of intersection of North line section, then South-east along Railroad 49 chains, then South 65 degrees, West 15.20 chains, then North-west 49 chains to place of beginning	15,	36,	8,	29.317

Tolleston Club of Chicago	All South-west of Railroad in lot 8	15,	36,	8,	..

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Tolleston Club of Chicago	North-east ¼ of South-east ¼	15,	36,	8,	40
Tolleston Club of Chicago	South-east ¼ of South-east ¼	15,	36,	8,	40
Tolleston Club of Chicago	North-west ¼ of South-east ¼	15,	36,	8,	40
Tolleston Club of Chicago	South-west ¼ of South-east ¼	15,	36,	8,	40
Tolleston Club of Chicago	All that part South of River of North-east ¼	15,	36,	8,	..
Tolleston Club of Chicago	South-east ¼ of South-west ¼	15,	36,	8,	40
Tolleston Club of Chicago	South-west ¼ of South-west ¼ North of River and South of Meander line	15,	36,	8,	..
Tolleston Club of Chicago	All that part of Lot 5 in North-east ¼ of South-				
Tolleston Club of Chicago	west ¼	15,	36,	8,	..
Otilie Lempke	Lot 20	16,	36,	8,	20
Tolleston Club of Chicago	Lot 25	16,	36,	8,	20
Tolleston Club of Chicago	Lot 26	16,	36,	8,	20
Tolleston Club of Chicago	Lot 27	16,	36,	8,	20
Tolleston Club of Chicago	Lot 28	16,	36,	8,	20
John M. Kelly and Washington L. Albee	East ½ of Lot 1	17,	36,	8,	34
William Woldt	West ½ Lot 1	17,	36,	8,	34
James and Isabella Carson	West ½ Lot 2	17,	36,	8,	31
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Cornell College	North-east ¼ of North-west ¼ (Ex. 15 acres square in South-east corner	17,	36,	8,	25
Cornell College and W. D. Phifer	15 acres square in South-east corner of North-east ¼ of North-west ¼	17,	36,	8,	15
Amos W. Walker	North-east corner of West 591.1 feet of Lot 3, 330 feet East and West and 660 feet North and South.	17,	36,	8,	5
John Weber, Perry Ulrich and Burt J. Fitzgerald	North 13 acres of North-west ¼ of North-west ¼	17,	36,	8,	13

		Sec.	Twp.	Range.	A's.
Alice H. Slayter, Ida L. Thomsen and Von Colditz, Amalia L. Spread and Alfred G. Schloesser	North-west ¼ of North-west ¼ (Ex. North 13 acres)	17,	36,	8,	27
Alice H. Slayter, Ida L. Thomsen and Von Colditz, Amalia L. Spread and Alfred G. Schloesser	South-west ¼ of North-east ¼	17,	36,	8,	40
Alice H. Slayter, Ida L. Thomsen and Von Colditz, Amalia L. Spread and Alfred G. Schloesser	Lot 4	17,	36,	8,	37.70
Alice H. Slayter, Ida L. Thomsen and Von Colditz, Amalia L. Spread and Alfred G. Schloesser	West 591.1 feet of Lot 3, except 5 acres in North-east corner owned by Amos W. Walker as heretofore described	17,	36,	8,	..
James and Isabella Carson	Lot 3 (Ex. West 591.1 feet)	17,	36,	8,	..
Henry Schoelkopf, Jr.	North-west ¼ of North-east ¼	17,	36,	8,	40
69					
Frank D. Kerrick, William S. Davison, J. Morgan Davison, Paul H. Davison, Bertha Davison, Elsie J. Livingston, Emma L. Davenport, Frank W. Davenport, John Earnest Davenport, Wiliam H. Davenport and Amy Margaret Davenport	West ½ of North-east ¼ of Northeast ¼	17,	36,	8,	20
Eugene H. Hill	East ½ of North-east ¼ of North-east ¼	17,	36,	8,	20
Tolleston Club of Chicago	East 9¼ acres of Lot 5	17,	36,	8,	9¼

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Tolleston Club of Chicago	East 40 acres, of West 80 acres of Lot 5	17,	36,	8,	40
Tolleston Club of Chicago	West 40 acres of Lot 5	17,	36,	8,	40
Tolleston Club of Chicago	East ½ of Lot 6	17,	36,	8,	32.08
Tolleston Club of Chicago	West ½ of Lot 6	17,	36,	8,	32.08
Tolleston Club of Chicago	Lot 7	17,	36,	8,	36.99
Ernst Buse	North-west ¼ of South-west ¼	18,	36,	8,	40
Ernst Buse	North-west corner of South-west ¼ of South-west ¼ 1,074 feet East and West and 607 feet North and South	18,	36,	8,	15
George C. Morgan, Jr., Mary Ella Morgan, David B. Morgan, Margie C. Morgan, Mary A. Morgan, Marion S. Morgan and Satie B. Allen	West ½ of North-east ¼ of South-west ¼	18,	36,	8,	20

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Tolleston Club of Chicago	East ½ of North-east ¼ of South-west ¼	18,	36,	8,	20
Tolleston Club of Chicago	South-east ¼ of South-west ¼	18,	36,	8,	40
Tolleston Club of Chicago	South-west ¼ of South-west ¼ (Ex. 15 acres in North-west corner East and West 1,074 feet and North and South 607 feet	18,	36,	8.	25
Tolleston Club of Chicago	South-west ¼ of South-east ¼	18,	36,	8,	40
Tolleston Club of Chicago	South-east ¼ of South-east ¼	18,	36,	8,	40
Tolleston Club of Chicago	North-east ¼ of South-east ¼	18,	36,	8,	40
Frank Mathias	North-west ¼ of South-east ¼	18,	36,	8,	40
Tolleston Club of Chicago	East ½ Lot 4	19,	36,	8,	32
Tolleston Club of Chicago	West ½ Lot 4	19,	36,	8,	32
Tolleston Club of Chicago	East ½ Lot 5	19,	36,	8,	27.06
Tolleston Club of Chicago	West ½ Lot 5	19,	36,	8,	27.07

		Sec.	Twp.	Range.	A's.
Tolleston Club of Chicago	East ½ Lot 6	19,	36,	8,	21.26
Tolleston Club of Chicago	West ½ of Lot 6	19,	36,	8,	21.27
Tolleston Club of Chicago	East ½ Lot 7	19,	36,	8,	27.71
Tolleston Club of Chicago	West ½ Lot 7	19,	36,	8,	27.72
Susan Clough	East ½ Lot 8	19,	36,	8,	33.96
Susan Clough	West ½ Lot 8	19,	36,	8,	33.96
Susan Clough	East ½ Lot 9	19,	36,	8,	37.10

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Susan Clough	West ½ Lot 9	19,	36,	8,	37.10
Susan Clough	East ½ Lot 3 (Ex. South 50 Rods)	19,	36,	8,	..
Susan Clough	Lot 2 (Ex. South 50 rods)	19,	36,	8,	..
Susan Clough	West ½ of West ½ of Lot 10	19,	36,	8.	24.63
Susan Clough	East ½ of West ½ of Lot 10	19,	36,	8.	24.63
Susan Clough	West ½ of East ½ of Lot 10	19,	36,	8.	24.63
Simon Koedyker	East ½ of East ½ of Lot 10	19,	36,	8.	24.63
Garrett Koedyker	West 15.50 acres of South 30.92 acres of West ½ of South-west ¼	19,	36,	8,	15½
William Lohman	East 15.42 acres of South 30.92 acres of West ½ of South-west ¼	19,	36,	8,	15.42
Christian Lohman	East 17.70 acres of South 25.68 acres of South-west ¼ of South-east ¼	19,	36,	8,	17.70
Christian Lohman	West 7.98 acres of South 25.68 acres of South-west ¼ of South-east ¼	19,	36,	8,	7.98
Simon Koedyker	East 9.70 acres of South 25.70 acres of South-east ¼ of South-west ¼	19,	36,	8,	9.70
	East 8 acres of West 16 acres of South 25.70 acres of South-east ¼ of South-west ¼	19,	36,	8,	8.00

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		Sec.	Twp.	Range.	A's.
Garrett Koedyker	West 8 acres of South 25.70 acres of South-east ¼ of South-west ¼	19,	36,	8,	8.00
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Tolleston Club of Chicago	All North of River of The North-west ¼	20,	36,	8,	6.54
Susan Clough	All South of River of North-west ¼ of North-west ¼	20,	36,	8,	..
Susan Clough	All South of River of North-east ¼ of North-west ¼	20,	36,	8,	..
Susan Clough	South-*east* ¼ of North-west ¼	20,	36,	8,	40
Susan Clough	South-east ¼ of North-west ¼	20,	36,	8,	40
Susan Clough	North-west ¼ of North-east ¼	20,	36,	8,	40
Susan Clough	North-east ¼ of North-east ¼	20,	36,	8,	40
Susan Clough	South-west ¼ of North-east ¼	20,	36,	8,	40
Susan Clough	South-east ¼ of North-east ¼	20,	36,	8,	40
Susan Clough	North-west ¼ of South-west ¼	20,	36,	8,	40
Susan Clough	North-east ¼ of South-west ¼	20,	36,	8,	40
Susan Clough	South-west ¼ of South-west ¼	20,	36,	8,	40
Susan Clough	South-east ¼ of South-west ¼	20,	36,	8,	40
Susan Clough	North-west ¼ of South-east ¼	20,	36,	8,	40
Susan Clough	North-east ¼ of South-east ¼	20,	36,	8,	40
Susan Clough	South-west ¼ of South-east ¼	20,	36,	8,	40
Susan Clough	South-east ¼ of South-east ¼	20,	36,	8,	40
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John R. Lindgren and John Gunzenhauser	East ½ Lot 1	21,	36,	8,	34.55
John R. Lindgren and John Gunzenhauser	West ½ Lot 1	21,	36,	8,	34.55

		Sec.	Twp.	Range.	A's.
John R. Lindgren and John Gunzenhauser	East ½ Lot 2	21,	36,	8,	32.77
John Gunzenhauser and John Lindgren	West ½ Lot 2	21,	36,	8,	32.78
John P. Lindgren and John Gunzenhauser	East ½ Lot 3	21,	36,	8,	32
John R. Lindgren and John Gunzenhauser	West ½ Lot 3	21,	36,	8,	32
John R. Lindgren and John Gunzenhauser	East ½ Lot 4	21,	36,	8,	30.25
John R. Lindgren and John Gunzenhauser	West ½ Lot 4	21,	36,	8,	30.25
Tolleston Club of Chicago	Lot 5	21,	36,	8,	35.50
Tolleston Club of Chicago	Lot 6	21,	36,	8,	25.35
Tolleston Club of Chicago	North-west ¼ of North-west ¼	21,	36,	8,	40
Tolleston Club of Chicago	South-west ¼ of North-west ¼	21,	36,	8,	40
Tolleston Club of Chicago	North-east ¼ of North-west ¼	21,	36,	8,	40
Tolleston Club of Chicago	South-east ¼ of North-west ¼	21,	36,	8,	40
Tolleston Club of Chicago	North-west ¼ of North-east ¼	21,	36,	8,	40
Tolleston Club of Chicago	North-east ¼ of North-east ¼	21,	36,	8,	40
Tolleston Club of Chicago	South-west ¼ of North-east ¼	21,	36,	8,	40

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Tolleston Club of Chicago	South-east ¼ of North-east ¼	21,	36,	8,	40
George Earle	North-west ¼ of North-east ¼	22,	36,	8,	40
George Earle	North-east ¼ of North-east ¼	22,	36,	8,	40
George Earle	South-west ¼ of North-east ¼	22,	36,	8,	40

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George Earle	South-east ¼ of North-east ¼	22,	36,	8,	40
George Earle	North-west ¼ of South-east ¼	22,	36,	8,	40
George Earle	North-east ¼ of South-east ¼	22,	36,	8,	40
Tolleston Club of Chicago	Lot 6	22,	36,	8,	39.03
Tolleston Club of Chicago	North ⅓ of Lot 4	22,	36,	8,	35.20
Tolleston Club of Chicago	North ½ of South ⅔ of Lot 4	22,	36,	8,	35.20
Tolleston Club of Chicago	South ⅓ of Lot 4	22,	36,	8,	35.20
John Gunzenhauser	South-east ¼ of South-west ¼	22,	36,	8,	40
James Mundell	West ½ Lot 3	22,	36,	8,	33.75
James Mundell	East ½ Lot 3	22,	36,	8,	33.75
George Earle	North-east ¼ of North-east ¼	23,	36,	8,	40
George Earle	North-west ¼ of North-east ¼	23,	36,	8,	40
George Earle	South-west ¼ of North-east ¼	23,	36,	8,	40
George Earle	South-east ¼ of North-east ¼	23,	36,	8,	40
George Earle	North-east ¼ of North-west ¼	23,	36,	8,	40

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George Earle	South-east ¼ of North-west ¼	23,	36,	8,	40
George Earle	East ½ of South-west ¼ of North-west ¼	23,	36,	8,	40
Lake County Club	West ½ of South-west ¼ of North-west ¼	23,	36,	8,	20
John G. Earle	North-west ¼ of North-west ¼	23,	36,	8,	40
Mary Mundell, Eliza Mundell, Caroline Troehler and Richard L. Miller	West ½ of North-east ¼ of South-west ¼	23,	36,	8,	20
Joseph M. Mundell	East ½ of North-east ¼ of South-west ¼	23,	36,	8,	20
George Earle	North-west ¼ of South-west ¼	23,	36,	8,	40

		Sec.	Twp.	Range.	A's.
Pauline and Robert Reichert	West 35 acres of South-west ¼ of South-west ¼ (Ex. that part South-east of Joliet Cutoff of Michigan Central Railroad	23,	36,	8,	30
Ann Cox	All that part of West 35 acres of South-west ¼ of South-west ¼ of South-east ¼ of Joliet cutt off of Michigan Central Railroad	23,	36,	8,	4
George Earle	North-west ¼ of North-east ¼	24,	36,	8,	40
George Earle	North-east ¼ of North-east ¼	24,	36,	8,	40
George Earle	South-west ¼ of North-east ¼	24,	36,	8,	40
George Earle	South-east ¼ of North-east ¼	24,	36,	8,	40
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George Earle	North-west ¼ of North-west ¼	24,	36,	8,	40
George Earle	North-east ¼ of North-west ¼	24,	36,	8,	40
George Earle	South-east ¼ of North-west ¼	24,	36,	8,	40
Sigmund Zeisler	North 25 acres of South-east ¼ of North-west ¼	7,	36,	9,	25
Louis Heckelman	South 15 acres of South-east ¼ of North-west ¼	7,	36,	9,	15
Bertha Anderson	South 10 acres of West ½ of South-west ¼	7,	36,	9,	10
Johanna Hansen	North 10 acres of South 20 acres of West ½ of South-west ¼	7,	36,	9,	10
Emma Loescher	North 10 acres of South 30 acres of West ½ of South-west ¼	7,	36,	9,	10
Ida Engel	North 10 acres of South 40 acres of West ½ of South-west ¼	7,	36,	9,	10
Fred R. Mott	West ½ of South-west ¼ (Ex. South 40 acres)	7,	36,	9,	25.75
Martin De Vroe	East 10 acres of that part South of railroad of East ½ of South-west ¼	7,	36,	9,	10
Frank McLaughlin	West 15 acres of that part South of railroad of East ½ of South-east ¼	7,	36,	9,	15

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Susie M. Downey	All South of railroad of East ½ of South-east ¼ (Ex. West 15 acres and East 10 acres)	7,	36,	9,	15	
Philip McLaughlin	All North of railroad of East ½ of South-east ¼	7,	36,	9,	35	
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Ernest G. Schreiber	North-west ¼ of South-east ¼	7,	36,	9,	40	
John F. Jarnecke	South-west ¼ of South-east ¼	7,	36,	9,	40	
Henry Hopp	East ½ of East ½ of North-west ¼ of South-west ¼ (Ex. Railroad)	9,	36,	9,	6.41	
Gostlin, Meny & Co	West ½ of East ½ of North-west ¼ of South-west ¼	9,	36,	9,	10	
Maggie Watts	East ½ of West ½ of North-west ¼ of South-west ¼	9,	36,	9,	10	
Henrietta Schneider	West ½ of West ½ of North-west ¼ of South-west ¼	9,	36,	9,	10	
John Watts	West ½ of West ½ of South-west ¼ of South-west ¼	9,	36,	9,	10	
Florence Chick	East ½ of West ½ of South-west ¼ of South-west ¼	9,	36,	9,	10	
Chas. P. Watts	West ½ of East ½ of South-west ¼ of South-west ¼ (Ex. 1 acre in South-east corner, being 132 feet East and West and 330 feet North and South	9,	36	9,	9	
John Benda and John Holley	South-east corner of South-west ¼ of South-west ¼ commencing at South-east corner, then West 132 feet, then North 330 feet, then East 132 feet, then South 330 feet to place of beginning	9,	36,	9,	1	
Mary Jane Chick	East ½ of East ½ of South-west ¼ of South-west ¼	9,	36,	9,	10	
Frank R. Maas	East 17 acres of North 30 acres of North-east ¼ of South-east ¼	13,	36,	9,	17	
M. Jacob Seberger	North 13 acres of North 30 acres of North-east ¼ of South-east ¼	13,	36,	9,	13	
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Frank Buse	South 10 acres of North-east ¼ of South-east ¼	13,	36,	9,	41	
Frank Buse	South-east ¼ of South-east ¼	13,	36,	9,	40	

		Sec.	Twp.	Range.	A's.
M. Jacob Seberger	East 4 acres of North-west ¼ of South-east ¼	13,	36,	9,	4
Margaret and Anthony Hohman	West 36 acres of North-west ¼ of South-east ¼	13,	36,	9,	36
Susanna Thiel	West ½ of South-west ¼ of South-east ¼	13,	36,	9,	20
Mathias Seberger	East ½ of South-west ¼ of South-east ¼	13,	36,	9,	20
William and Wilhelmina Dedelow	East 263.9 feet of North-east ¼ of South-west ¼	13,	36,	9,	7.962
Fred G. T. Miller	West 263.9 feet of East 527.8 feet of the North-east ¼ of South-west ¼	13,	36,	9,	7.975
Charles Meuller	East 263.9 feet of West 791.7 feet of North-east ¼ of South-west ¼	13,	36,	9,	7.987
Friedericke Jacobs	East 263.9 feet of West 527.8 feet of North-east ¼ of South-west ¼	13,	36,	9,	7.999
Lizzie Vanes	West 263.9 feet of North-east ¼ of South-west ¼	13,	36,	9,	8.012
Otto Seberger	East 16 acres of South-east ¼ of South-west ¼	13,	36,	9,	16
Emma and Carrie Seberger	West 15 acres of South-east ¼ of South-west ¼	13,	36,	9,	15
Matilda Katie Seberger	South-east ¼ of South-west ¼ (Ex. East 16 acres and west 15 acres	13,	36,	9,	9
79					
Elizabeth Ewen Nickel	East 6 acres of South-west ¼ of South-west ¼	13,	36,	9,	6
Ellen Ewen	North 4/5 acres of West 8 rods of East 20 rods of South-west ¼ of South-west ¼	13,	36,	9,	4/5
Henry Ewen	South ½ of North 32 rods of West 8 rods of East 20 rods of South-west ¼ of South-west ¼	13,	36,	9,	4/5
William Ewen	South ⅓ of North 48 rods of West 8 rods of East 20 rods of South-west ¼ of South-west ¼	13,	36,	9,	4/5
Elizabeth A. Nickel	North ½ of South 32 rods of West 8 rods of East 20 rods of South-west ¼ of South-west ¼	13,	36,	9,	4/5
Louis Ewen	South 16 rods of West 8 rods of East 20 rods of South-west ¼ of South-west ¼	13,	36,	9,	4/5

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Anton Enler	Part North-west ¼ of South-west ¼ commencing 214½ feet South of North-east corner, West 231 feet, South 99 feet, East 231 feet, North to beginning	13,	36,	9,	21/40
Joseph Enler	Part North-west ¼ of South-west ¼, commencing 33 feet North of South-east Corner, West 231 feet, North 99 feet, East 231 feet, South 99 feet to beginning	13,	36,	9,	21/40
Henry Euler	North-west ¼ of South-west ¼ (Ex. the foregoing lots owned by Anton and Joseph Euler)	13,	36,	9,	39
James McKenna	South-west ¼ of North-west ¼	14,	36,	9,	40
James McKenna	South-east ¼ of North-west ¼	14,	36,	9,	40
80					
James McKenna	North-west ¼ of South-west ¼	14,	36,	9,	40
James McKenna	North-west ¼ of South-west ¼	14,	36,	9,	40
James McKenna	Lot 2 in South-west ¼	14,	36,	9,	30.50
James McKenna	Lot 3 in South-west ¼	14,	36,	9,	30
Henry Euler	Part East ½ of South-east ¼, commencing 7.85 links North of South-east corner, North 13.15 links, West 3.33 links, South 11.10 links to center road, South 58 degrees, 20 minutes, East 3.85 links to place of beginning	14,	36,	9,	4.03
Fred R. Mott	North-east ¼ of South-east ¼	14,	36,	9,	40
Fred R. Mott	South-east ¼ of South-east ¼ (Ex. 4.03 acres on East side owned by Henry Euler, described as aforesaid)	14,	36,	9,	35.97
James McKenna	North-west ¼ of South-east ¼	14,	36,	9,	40
James McKenna	Lot 1 in South- east ¼	14,	36,	9,	37

		Sec.	Twp.	Range.	A's.
John Brenock	North-east ¼ of South-east ¼	15,	36,	9,	40
John Brenock	All that part of Lot 1 in South-east ¼ of South-east ¼	15,	36,	9,	7
John Brenock	Lot 2 in South-east ¼	15,	36,	9,	35.20
John Brenock	Lot 3 in South-west ¼	15,	36,	9,	29.75
Grace Douthett	All East ½ of west ½ fraction of South-west ¼ South of River	15,	36,	9,	14.52
Daisy Jameison	All West ½ of West ½ fraction of South-west ¼ South of River	15,	36,	9,	14.52
81					
Iola Jansen	All East ½ of East ½ fraction of South-west ¼ South of River	15,	36,	9,	14.52
Wilton W. Johnston	All West ½ of East ½ fraction of South-west ¼ South of River	15,	36,	9,	14.52
Hulda Proescholdt	Part of Lot 4 in South-west ¼ commencing 6.695 chains West of North-east corner, West 4.965 chains South to River, North-east along River to point South of beginning, North to beginning	15,	36,	9,	11
Eva Proescholdt	East 6.695 chains of Lot 4 in South-west ¼	15,	36,	9,	11
Christ Rousch	Lot 4, in South-west ¼ (Ex. East 15.625 chains)	15,	36,	9,	11
Ernstine Hammann	West 3.965 chains of East 15.625 chains of Lot 4 in South-west ¼	15,	36,	9,	11
Charles Chick, Sr.	East 10 acres of all North of Road of North-west ¼ of South-west ¼	15,	36,	9,	10
Frank Hess	North-west ¼ of North-west ¼ (Ex. 10 acres on East side of that part North of road, and 5.66 acres East side of that part South of road)	15,	36,	9,	24.34

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Frank Hess	Part South-west ¼ of North-west ¼, commencing 20 chains South of North-west corner section, South 6.50 chains, East 8.43 chains, North 5 degrees, East 6.53 chains, West 9 chains to place of beginning				
Henry Hopp	Part West ½ of North-west ¼ commencing at South-west corner, East 20.10 chains to South-east corner, North 22.22 chains to center road, North 58 degrees, West 12 chains, South 5 degrees, West along ditch 14.85 chains to West line, South 13.50 chains to place of beginning	15,	36,	9,	5.66
82		15,	36,	9,	40
Crist Rousch	Part of South-east ¼ of North-west ¼ commencing South-west corner, East 10.75 chains, North 19 chains to road, North-west to North-west corner, South to place of beginning				
Ernstine Hammann	Part South-east ¼ of North-west ¼, being all South of road (Ex. West 10.75 chains thereof)	15,	36,	9,	21
Charles Chick	All North of Road of South-east ¼ of Northwest ¼	15,	36,	9,	..
Richard Adams	North-east ¼ of North-west ¼	15,	36,	9,	..
Hulda Proescholdt	Part of South-west ¼ of North-east ¼ commencing 3.67 chains East of South-west corner, East 14.69 chains, North 13.03 chains, North-west to point North of beginning, South 16.44 chains to beginning	15,	36,	9,	37
William George Chick	Part South-west ¼ of North-east ¼ commencing North-east corner, South 30 rods 2½ feet, North-west to West line, North 9 rods, 15 feet to North-west corner, East to place of beginning	15,	36,	9,	21
		15,	36,	9,	9.75

		Sec.	Twp.	Range.	A's.
Ernstine Hamman	West 3.67 chains of South-west ¼ of North-east ¼	15,	36,	9,	..
Eva Proescholdt	Part South ½ of North-east ¼ commencing 1.75 chains West of South-east corner of South-west ¼ of North-east ¼, North 13.03 chains, South 75 degrees, 15 minutes, East 1.74 chains, North 16 chains, South 75 degrees, 15 minutes, East to South side of railroad, South-east to East line, South to place of beginning	15,	36,	9,	20
83					
Peter Senzig	All North of Railroad of South ½ of South-east ¼ of North-east ¼	15,	36,	9,	1
Henry Mueller	All North of ditch and Railroad of North ½ of South-east ¼ of North-east ¼	15,	36,	9,	18
Edward Hess	South ½ of North-east ¼ of North-east ¼	15,	36,	9,	20
Albert Hess	North ½ of North-east ¼ of North-east ¼	15,	36,	9,	20
Ernest Guenther	All North of road of North-east ¼ of Northeast ¼	16,	36,	9,	5
John A. Gavit	All south of road of North-east ¼ of North-east ¼	16,	36,	9,	35
John A. Gavit	South-east ¼ of North-east ¼	16,	36,	9,	40
Henry F. Reichhardt	East ½ of North-west ¼ of North-east ¼	16,	36,	9,	20
Henry Hopp	West ½ of North-west ¼ of North-east ¼	16,	36,	9,	20
John Dietrich	West ½ of South-west ¼ of North-east ¼	16,	36,	9,	20
John Henry Krug Heirs and Elizabeth Krug Heirs	Lot 14 of East ½ of South-west ¼ of North-east ¼	16,	36,	9,	20
Henry Hopp	East ½ of North-east ¼ of North-west ¼	16,	36,	9,	20
Henry P. Downey	West ½ of North-east ¼ of North-west ¼	16,	36,	9,	20
John Dietrich	East ½ of North-west ¼ of North-west ¼	16,	36,	9,	20
John Dietrich	West ½ of North-west ¼ of North-west ¼	16,	36,	9,	20

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John Marshall, Charles Bueter, Blasius Kammerer, Joseph Weibel and Peter Bruser	West ½ of South-west ¼ of North-west ¼	16,	36,	9,	20
William Hopp	West 5 2/3 acres of East ½ of South-west ¼ of North-west ¼	16,	36,	9,	5–2/3
Albert Hopp	East ½ of South-west ¼ of North-west ¼ (Ex. West 5 2/3 acres and East 8 7/10 acres)	16,	36,	9,	5–19/300
Frank Hopp	West 5 2/3 acres of East 8.7 acres of East ½ of South-west ¼ of North-west ¼	16,	36,	9,	5.23
Henry Hopp	East 3.034/1000 acres of East ½ of South-west ¼ of North-west ¼	16,	36,	9,	3.034
Helmuth Hopp	West 5 acres of West ½ of South-east ¼ of North-west ¼	16,	36,	9,	5
Emma Drebenstedt	East ½ of West ½ of West ½ of South-east ¼ of North-west ¼	16,	36,	9,	5
Heirs of Helmuth Hopp	East ½ of West ½ of South-east ¼ of North-west ¼	16,	36,	9,	10
Heirs of Helmuth Hopp	East ½ of South-east ¼ of North-west ¼	16,	36,	9,	20
Thomas F. Gorman and Ella Gorman	Lot 17	16,	36,	9,	20.50
Julius Krug	Lot 18	16,	36,	9,	23
Julius Krug	Lot 19	16,	36,	9,	21.50
R. W. Johnston	South-west ¼ of South-east ¼	16,	36,	9,	40
Fred Dietrich	South-east ¼ of South-east ¼	16,	36,	9,	40
John Zachau	Lot 20	16,	36,	9,	21.50
John F. Jarnecke	Lot 21	16,	36,	9,	21.50
John F. Jarnecke	Lot 25	16,	36,	9,	14.57
John F. Jarnecke	Lot 26	16,	36,	9,	14

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		Sec.	Twp.	Range.	A's.
George H. W. Schneider	Lot 22	16,	36,	9,	21.25
George H. W. Schneider	Lot 23	16,	36,	9,	22
Elizabeth J. Wicker, Carrier M. Wicker, and Charles G. Wicker	Lot 24	16,	36,	9,	26.25
Peter Crumpacker	West ½ of North-east ¼ of North-east ¼	17,	36,	9,	20
Peter Crumpacker	West ½ of South-east ¼ of North-east ¼	17,	36,	9,	20
John H. Bachmann	East ½ of North-east ¼ of North-east ¼	17,	36,	9,	20
John H. Bachmann	East ½ of South-east ¼ of North-east ¼	17,	36,	9,	20
Thomas Knoerzer	Part of North-west ¼ of North-east ¼, commencing at North-west corner, then South 527.7 feet, then East 897.1 feet, then North to North line, then West to place of beginning	17,	36,	9,	10.86
Thomas Knoerzer	Part South-west ¼ of North-east ¼, commencing at South-west corner, then North 527.7 feet, then East 897.1 feet, then South to South line, then West to place of beginning	17,	36,	9,	10.86
Thomas Knoerzer	Part South-west ¼ of North-east ¼, commencing at South-east corner, then North 1053.9 feet, then West 413.4 feet, then South 1054.2 to South line, then East to place of beginning	17,	36,	9,	10
Joseph Knoerzer	Part North-east ¼ of North-east ¼, commencing 527.7 feet South of North-west corner, then South 527.7 feet, then East 897.1 feet, then North 527.1 feet, then West 897.1 feet to place of beginning	17,	36,	9,	10.86

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Leonard Knoerzer	Part North-west ¼ of North-east ¼, commencing 897.1 feet East of North-west corner, then South 1,054.2 feet, then East 206.7 feet, then North 1,054.2 feet to North line, then West 206.7 feet to place of beginning	17,	36,	9,	5	
Otto Knoerzer	Part North-west ¼ of North-east ¼, commencing at North-east corner, West 206.7 feet, South 1,054.2 feet, East 206.7 feet to East line, North to place of beginning	17,	36,	9,	5	
Otto Knoerzer	Part South-west ¼ of North-east ¼, commencing 527.7 feet North of South-west corner, then North 527.7 feet, then East 897.1 feet, then South 527.1 feet, then West to place of beginning	17,	36,	9,	10.86	
Herman Knoerzer	Part West ½ of South-east ¼, commencing 1,055.4 feet South of North-west corner, then South 527.7 feet, then East 1,310.5 feet to East line then North 526.8 feet, then West 1,310.5 feet to place of beginning	17,	36,	9,	15.86	
Peter Crumpacker	North-east ¼ of North-west ¼	17,	36,	9,	40	
Peter Crumpacker	South-east ¼ of North-west ¼	17,	36,	9,	40	
Heirs of Helmuth Hopp	South-west ¼ of North-west ¼	17,	36,	9,	40	
Gustav Muenich	West 450.2 feet of North-west ¼ of North-west ¼	17,	36,	9,	13.64	
Christina Belloff	North-west ¼ of North-west ¼ (Ex. West 450.2 feet)	17,	36,	9,	22.95	
87						
George Prohl	Lot 3, (Ex. West 10.35 chains and Ex. Part North of Chicago and Erie railroad)	17,	36,	9,	26	

		Sec.	Twp.	Range.	A's.
Heirs of Helmuth Hopp	West 10.35 chains in Lot 3	17,	36,	9,	40
Friedrich Rampke	West 10 acres of West ½ of South-west ¼	17,	36,	9,	10
Anna Prohl	East ½ of West ½ of South-west ¼	17,	36,	9,	36.68
Anna Prohl	West ½ of West ½ of South-west ¼ (Ex. West 10 acres	17,	36,	9,	26.68
George Prohl	That part of the following lying in Lot No. 2 and South-west of the Chicago & Erie Railroad, commencing 10.35 chains East of North-west corner in Lot 3, then East 11.06 chains, South to River, West along River to point South of beginning, then North to place of beginning	17,	36,	9,	..
Peter Crumpacker	North-west ¼ of South-east ¼ (Ex. Railroad and Ex. part owned by George Prohl described as aforesaid)	17,	36,	9,	..
Peter Crumpacker	South-west ¼ of South-east ¼ (Ex. part owned by George Prohl described as aforesaid)	17,	36,	9,	..
Peter Crumpacker	West ½ of Lot 1	17,	36,	9,	25.50
Peter Crumpacker	East ½ of Lot 1	17,	36,	9,	25.50
Elizabeth J. Wicker, Carrie M. Wicker, and Charles G. Wicker	All South of River of South-east ¼	17,	36,	9,	14
88					
Fred Dietrich	North-west ¼ of North-east ¼	18,	36,	9,	40
John Dietrich	North 30 acres of South-west ¼ of North-east ¼	18,	36,	9,	30
Cary Jarnecke	West 22.95 acres of North-east ¼ of North-east ¼	18,	36,	9,	22.95
Francis Hopp, August Hopp, Herman Hopp and Lida Hopp	East 17.11 acres of North-east ¼ of North-east ¼	18,	36,	9,	17.11
Mary Schneider	South-east ¼ of North-east ¼	18,	36,	9,	40
Ernest G. Schreiber	North-west ¼ of North-west ¼	18,	36,	9,	32.73

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Ernest G. Schreiber	South-west ¼ of North-west ¼	18,	36,	9,	32.73
Kramer and Kaufman	North-east ¼ of North-west ¼	18,	36,	9,	40
John F. Jarnecke	South-east ¼ of North-west ¼	18,	36,	9,	40
John F. Jarnecke	West ½ of Lot 3	18,	36,	9,	31.96
Caroline Klootwyk	East ½ of Lot 3	18,	36,	9,	31.96
Caroline Klootwyk	West ½ of Lot 4	18,	36,	9,	31
Robert L. Wilson	East ½ of Lot 4	18,	36,	9,	31
Walter Kroustwyk	All South of River of South-east ¼ of South-east ¼ (Ex. West 22.98 rods and East 30.49 rods)	18,	36,	9,	9
John J. Kraay	West 22.98 rods of that part of South-east ¼ of South-east ¼ South of River	18,	36,	9,	..
89	East 30.49 rods of that part of South-east ¼ of South-east ¼ South of River	18,	36,	9,	..
Caroline Stallbohm	West 32 rods of that part of South-west ¼ of South-east ¼ South of River	18,	36,	9,	..
Charles E. Stallbohm	East 48 rods of that part of South-west ¼ of South-east ¼ South of River	18,	36,	9,	..
George W. Schneider	East 12.50 acres of Lot 2	18,	36,	9,	12.50
John H. Bachmann	West 39.17 acres of Lot 2	18,	36,	9,	39.17
William Krug	West 1/9 of West 45.87 acres in Lot 1	18,	36,	9,	5.09
August Krug	East ½ of West 2/9 of West 45-82/100 acres in Lot 1	18,	36,	9,	5.09
Julius Krug	East ⅓ of West 3/9 of West 45-82/100 acres in Lot 1	18,	36,	9,	5.09
Minnie Hayes	East ¼ of West 4/9 of West 45-82/100 acres in Lot 1	18,	36,	9,	5.09
Mary Krum	East 1/5 of West 5/9 of West 45-82/100 acres in Lot 1	18,	36,	9,	5.09

		Sec.	Twp.	Range.	A's.
Eliza Overhen	East 1/6 of West 6/9 of West 45-82/100 acres in Lot 1	18,	36,	9,	5.09
Sebastian Krug	East 1/7 of West 7/9 of West 45-82/100 acres in Lot 1	18,	36,	9,	5.09
Henry Krug	East 1/8 of West 8/9 of West 45-82/100 acres in Lot 1	18,	36,	9,	5.09
Sebastian Krug	East 1/9 of West 45-82/100 acres in Lot 1	18,	36,	9,	5.09
Friedrich Rampke	Lot 1 (Ex. West 45-82/100 acres)	18,	36,	9,	20
90					
Caroline Stallbohm	West 32 rods of North-west ¼ of North-east ¼	19,	36,	9,	16
Caroline Stallbohm	East 48 rods of North-west ¼ of South-east ¼ (Ex. ½ acre in North-west corner North and South 8 rods East and West 10 rods)	19,	36,	9,	23½
Charles E. Stallbohm	East 48 rods of North-west ¼ of North-east ¼	19,	36,	9,	24
Charles E. Stallbohm	Part North-west ¼ of South-east ¼, commencing 48 rods West of North-east corner, South 8 rods, East 10 rods, North 8 rods, West 10 rods, to place of beginning	19,	36,	9,	9½
Walter Kroustwyk	West 22-98/100 rods of East ½ of North-east ¼	19,	36,	9,	22.98
Wiebren H. Terpstra	West 179.6 feet of East 57-02/100 rods of East ½ of North-east ¼	19,	36,	9,	10
Ekke Vanderwall	East 258.15 feet of West 26.53 rods of East 57.02 rods of East ½ of North-east ¼	19,	36,	9,	14
John J. Kraay	East 30.49 rods of East ½ of North-east ¼	19,	36,	9,	30.49
Elizabeth J. Wicker, Carrie M. Wicker and Charles G. Wicker	North-west ¼ of North-west ¼	20,	36,	9,	40
Elizabeth J. Wicker, Carrie M. Wicker and Charles G. Wicker	North-east ¼ of North-east ¼	20,	36,	9,	40

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Elizabeth J. Wicker, Carrie M. Wicker and Charles G. Wicker	South-west ¼ of North-east ¼	20,	36,	9,	40
Peter Wiers	West 9 chains of South-east ¼ of North-east ¼	20,	36,	9,	9
Dominik Dvorak	East 2 acres of that part South of road of West 8 chains of North-east ¼ of South-east ¼	20,	36,	9,	2
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William Snip	East 3 chains of West 11 chains of South-east ¼ of North-east ¼	20,	36,	9,	6
Dingeman Jabaay	East 3 chains of West 14 chains of South-east ¼ of North-east ¼	20,	36,	9,	6
Maaike Klootwyk	East 3 chains of West 17 chains South-east ¼ of North-east ¼	20,	36,	9,	6
Anna Snip	East 3 chains of South-east ¼ of North-east ¼	20,	36,	9,	6
Charles G. Wicker, Elizabeth J. Wicker and Carrie M. Wicker	East ½ of East ½ of North-west ¼	20,	36,	9,	40
Charles G. Wicker, Elizabeth J. Wicker and Carrie M. Wicker	North-west ¼ (Ex. the West 1,924.9 feet)	20,	36,	9,	3.34
Peter Kikkert	West 31.11 acres of that part of West ½ North of road	20,	36,	9,	31.11
Peter Kikkert	East 31.11 acres of West 900 feet of part of West half North of road	20,	36,	9,	31.11
Fred Klooster	Part West ½ commencing 900 feet East of North-west corner, South 3,093.9 feet to center road, East along road 354.4 feet, North to North line section, West 348.4 feet to place of beginning	20,	36,	9,	25
Albert Hockstra	Part West ½, commencing 1,248.4 feet East of North-west corner, South to center road, East along road 347.4 feet, North to North line Section, West 341.5 feet to *to* place of beginning	20,	36,	9,	25

		Sec.	Twp.	Range.	A's.
John Heemstra	Part West ½, commencing 1,589.9 feet East of North-west corner, South to center road, East along road 340.8 feet, North to North line of Section, West 335 feet to place of beginning	20,	36,	9,	25
92					
Wilton W. Johnston	East ½ of North-east ¼ of North-east ¼	21,	36,	9,	20
Grace Douthett	West ½ of North-east ¼ of North-east ¼	21,	36,	9,	20
Iola Jansen	East ½ of North-west ¼ of North-east ¼	21,	36,	9,	20
Daisy Jamieson	West ½ of North-west ¼ of North-west ¼	21,	36,	9,	20
Susan Clough	South-west ¼ of North-east ¼	21,	36,	9,	40
Susan Clough	South-east ¼ of North-east ¼	21,	36,	9,	40
Elizabeth J. Wicker, Carrie M. Wicker and Charles G. Wicker	North-west ¼ of North-west ¼	21,	36,	9,	40
Susan Clough	South-east ¼ of North-west ¼	21,	36,	9,	40
Susan Clough	West ½ of North-east ¼ of North-west ¼	21,	36,	9,	20
Rhoda J. Johnston	East ½ of North-east ¼ of North-west ¼	21,	36,	9,	20
Anna Snip	West 4 chains of South-west ¼ of North-west ¼	21,	36,	9,	8
Dingeman Jabaay	East 8 chains, West 12 chains of South-west ¼ of North-west ¼	21,	36,	9,	16
William Snip	East 4 chains of West 16 chains of South-west ¼ of North-west ¼	21,	36,	9,	8
Indiana Harbor Railroad Company	East 4 chains of South-west ¼ of North-west ¼	21,	36,	9,	8
Amarilla B. Mulvey, Arthur B. Mulvey, Richard Mulvey and Julia F. M. Armstrong	North-west ¼ of South-west ¼	21,	36,	9,	40
Amarilla B. Mulvey, Arthur B. Mulvey, Richard Mulvey and Julia F. M. Armstrong	All East of railroad and North of center line Garfield Avenue of North-east ¼ of South-west ¼	21,	36,	9,	16

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Samuel M. St. Clair	Fraction of North-east ¼, of North-east ¼	22,	36,	9,	36.42
Samuel M. St. Clair	South-east ¼ of North-east ¼	22,	36,	9,	40
Theodore Laible	South-west ¼ of North-east ¼	22,	36,	9,	40
Theodore Laible	Fraction of North-west ¼ of North-east ¼	22,	36,	9,	2
Iola Jansen	East ½ of East ½ of East ½ of North-west ¼	22,	36,	9,	20
Iola Jansen	East ½ of West ½ of North-west ¼ of North-west ¼.	22,	36,	9,	10
Grace Douthett	East ½ of West ½ of East ½ of North-west ¼	22,	36,	9,	20
Grace Douthett	West ½ of East ½ of North-west ¼ of North-west ¼	22,	36,	9,	10
Daisy Jameison	West ½ of East ½ of East ½ of North-west ¼	22,	36,	9,	20
Daisy Jameison	West ½ of West ½ of North-west ¼ of North-west ¼	22,	36,	9,	10
Wilton W. Johnston	West ½ of West ½ of East ½ of North-west ¼	22,	36,	9,	20
Wilton W. Johnston	East ½ of East ½ of North-west ¼ of North-west ¼.	22,	36,	9,	10
Susan Clough	South-west ¼ of North-west ¼	22,	36,	9,	40
Grace Douthett	East ½ of West ½ of North-east ¼ of South-west ¼	22,	36,	9,	10
Daisy Jameison	West ½ of East ½ of North-east ¼ of South-west ¼.	22,	36,	9,	10

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Iola Jansen	East ½ of East ½ of North-east ¼ of South-west ¼.	22,	36,	9,	10
Wilton W. Johnston	West ½ of West ½ of North-east ¼ of South-west ¼.	22,	36,	9,	10
Susan Clough	North-west ¼ of South-west ¼	22,	36,	9,	40
John Zyp	East ½ of West ½ of East ½ of South-east ¼	22,	36,	9,	20
Peter Zyp	West ¼ of East ½ of South-east ¼	22,	36,	9,	20
Peter Vanderwall	West ⅓ of East ½ of East ½ of South-east ¼	22,	36,	9,	13 1/3
John J. Kleinman	East 26⅔ rods of East ½ of South-east ¼	22,	36,	9,	26 2/3

		Sec.	Twp.	Range.	A's.
John Kleinman	North-west ¼ of South-east ¼ (Ex. 2 acres in South-east corner, commencing South-east corner then North 16 rods, West 20 rods, South 16 rods, East 20 rods to place of beginning	22,	36,	9,	38
John C. Seberger	All North of River of North-east ¼	23,	36,	9,	14.30
Fredericka Nemitz	West ½ of West ½ of South ½ of South-east ¼ of North-east ¼	23,	36,	9,	5
George Nemitz	West ½ of East 15 acres of South ½ of South-east ¼ of North-east ¼	23,	36,	9,	7½
Josephine Nemitz	East ½ of East 15 acres of South ½ of South-east ¼ of North-east ¼	23,	36,	9,	7½
Elizabeth A. Nickel	West ¼ of Lot 1 (Ex. South 20 acres of Lot 1)	23,	36,	9,	9
William Ewen	East ½ of West ½ of Lot 1, (Ex. S. 20 acres in Lot 1)	23,	36,	9,	9
Henry Ewen	West ½ of East ½ of Lot 1 (Ex. South 20 acres of Lot 1)	23,	36,	9,	9
Ellen Ewen	East ¼ of Lot 1 (Ex. South 20 acres of Lot 1)	23,	36,	9,	9
95					
Alice Weyhe	All South of River of West ½ of West ½ of North-east ¼	23,	36,	9,	31
Robert Raudhan	All South of River of East ½ of West ½ of North-east ¼	23,	36,	9,	31
Samuel M. St. Clair	South-west ¼ of North-west ¼	23,	36,	9,	40
Samuel M. St. Clair	Lot 4 in North-west ¼	23,	36,	9,	36
Alice Weyhe and Matilda Winderhoff	East ½ of South-east ¼ of North-west ¼	23,	36,	9,	20

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Alice Weyhe and Matilda Winderhoff	East ½ of East ½ of South-west ¼	23,	36,	9,	40	—
Frank Weyhe, Sr	East ½ of Lot 3	23,	36,	9,	15.05	
Frank Weyhe, Sr	East ½ of West ½ of South-west ¼ of North-west ¼	23,	36,	9,	10	
Robert Randhan	West ½ of Lot 3	23,	36,	9,	15.05	
Robert Randhan	West ½ *lf* West ½ of South-east ¼ of North-west ¼	23,	36,	9,	10	
Robert Randhan	West ½ of West ½ of East ½ of South-west ¼	23,	36,	9,	20	
Frank Weyhe, Sr	East ½ of West ½ of East ½ of South-west ¼	23,	36,	9,	20	
Horace Lohse	West ½ of West ½ of South-west ¼	23,	36,	9,	40	
John Jansen	West ⅓ of East ½ of West ½ of South-west ¼	23,	36,	9,	13	1/3
Cornelius Vanstright Heirs	East ⅔ of East ½ of West ½ of South-west ¼	23,	36,	9,	26	2/3
Johanna McIntyre	East ½ of East ½ of South-east ¼	23,	36,	9,	40	
Johanna McIntyre	West ½ of East ½ of South-east ¼	23,	36,	9,	40	
Elice Weyhy	West ⅓ of West ½ of South-east ¼	23,	36,	9,	26	2/3
96						
Robert Randhan	East ½ of West ⅔ of West ½ of South-east ¼	23,	36,	9,	26	2/3
Adolph Hufenhauser	East ⅓ of West ½ of South-east ¼	23,	36,	9,	26	2/3
Frank Buse	North ½ of North-east ¼ of North-east ¼	24,	36,	9,	20	
Ernst Buse	Lot 1 (Ex. North 20 acres)	24,	36,	9,	37.40	
Matthias Seberger	East 35⅓ acres in Lot 2	24,	36,	9,	35	1/3
Barbara A. Grimmer	West 17⅔ acres in Lot 2	24,	36,	9,	17	2/3
Nicholas Seberger	East 20 acres in Lot 3	24,	36,	9,	20	
Joseph Seberger	Lot 3, (Ex. East 20 acres)	24,	36,	9,	28	

		Sec.	Twp.	Range.	A's.
Frank B. Scheidt	Part North-west ¼ of North-west ¼, commencing 40 feet South of North-east corner, then West 268 feet, South 511 feet to West line road, North-east to place of beginning	24,	36,	9,	1.59
Helen Wein	Lot 4 (Ex. 1.59 acres owned by Frank B. Scheidt, heretofore described)	24,	36,	9,	31.51
Julius J. Nemitz	West 7½ acres of South 26.60 acres in Lot 5	24,	36,	9,	7½
Mary Proeschold	East ½ of West 15 acres of South 26.60 acres in Lot 5	24,	36,	9,	7½
Henri Nemitz	East ⅓ of West 22½ acres of South 26.60 acres in Lot 5	24,	36,	9,	7½
Fredericka Nemitz	East 4.10 acres of South 26.60 acres in Lot 5	24,	36,	9,	4.10
Louis Ewen	Lot 5, (Ex. South 26.60 acres)	24,	36,	9,	8
Fredericka Nemitz	North 14 acres of West ½ of South-west ¼	24,	36,	9,	14
Mary Proeschold	South 14 acres of North 28 acres of West ½ of South-west ¼	24,	36,	9,	14
97					
Julius John Nemitz	North 12 acres of South 37 acres of West ½ of South-west ¼	24,	36,	9,	12
Henry Nemitz	South 15 acres of North 43 acres of West ½ of South-west ¼	24,	36,	9,	15
Josephine Nemitz	North 13 acres of South 25 acres of West ½ of South-west ¼	24,	36,	9,	13
George Nemitz	South 12 acres of West ½ of South-west ¼	24,	36,	9,	12
Edward Randhan	West ½ of Lot 6	24,	36,	9,	21.35
Edward Randhan	West ½ of South-east ¼ of South-west ¼	24,	36,	9,	20
Ida Harding	East ½ of Lot 6	24,	36,	9,	21.35
Ida Harding	East ½ of South-east ¼ of South-west ¼	24,	36,	9,	20

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Gostlin, Meyn & Co.	West ½ of Lot 7, (Ex. Railroad)	24,	36,	9,	27.51
Simon Koedyker	East ½ of Lot 7	24,	36,	9,	29.35
Cornelius J. Schoon	West 328.25 feet of Lot 8	24,	36,	9,	..
Simon J. Schoon	East 658 feet of Lot 8	24,	36,	9,	..
Dirk J. Schoon	Lot 8, (Ex. East 658 feet and West 328.25 feet)	24,	36,	9,	..
Alvina Muenich	South 20 rods of South-east ¼ of South-east ¼	12,	36,	10,	10
Gustav Zachau	North ½ of South ½ of South-east ¼ of South-east ¼	12,	36,	10,	10
George Zachau	South ½ of North ½ of South-east ¼ of South-east ¼	12,	36,	10,	10
John Zachau	North ½ of North ½ of South-east ¼ of South-east ¼	12,	36,	10,	10
98					
John Zachau	South 10 rods of West ½ of North-east ¼ of South-east ¼	12,	36,	10,	2½
George Zachau	North 10 rods of South 20 rods of West ½ of North-east ¼ of South-east ¼	12,	36,	10,	2½
Johanna Hansen	North 10 rods of South 30 rods of West ½ of North-east ¼ of South-east ¼	12,	36,	10,	2½
Alvina Muenich	North 10 rods of South-west ¼ of North-east ¼ of South-east ¼	12,	36,	10,	2½
Gustav Zachau	South ½ of South ½ of North-west ¼ of North-east ¼ of South-east ¼	12,	36,	10,	2½
Bertha Anderson	North ½ of South ½ of North-west ¼ of North-east ¼ of South-east ¼	12,	36,	10,	2½
Emma Loescher	South ½ of North ½ of North-west ¼ of North-east ¼ of South-east ¼	12,	36,	10,	2½
Ida Engel	North ½ of North ½ of North-west ¼ of North-east ¼ of South-east ¼	12,	36,	10,	2½

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		Sec.	Twp.	Range.	A's.
August Schreiber	North-west ¼ of South-east ¼ (Ex. West 301.75 feet)	12,	36,	10,	30.80
August Schreiber	South-west ¼ of South-east ¼ (Ex. West 301.75 feet)	12,	36,	10,	30.80
Mary Eggers	North 20 acres of South-west ¼	12,	36,	10,	20
Emma Zachau	North 13.144 acres of South 7.22 chains of South-west ¼	12,	36,	10,	13.144
Herman Rausch	South 7.22 chains of South-west ¼ (Ex. North 13.144 acres)	12,	36,	10,	1.266
99					
Frank Planer	Part South-west ¼ commencing 15.78 chains South of North-east corner, West to West line, South 8.50 chains, East to East line, North 8.50 chains to place of beginning	12,	36,	10,	23.36
Frank and Martha Hess	Part South-west ¼ commencing 1,809.4 feet South of North-east corner, West to West line, South 354.08 feet, East to East line, North 354.08 feet to place of beginning	12,	36,	10,	14.753
John Hodel	Part South-west ¼ commencing 24.28 chains South of North-east corner, West to West line, South 206.92 feet, East to East line, North 206.92 feet to place of beginning	12,	36,	10,	8.606
Emma Neubert	Part South-west ¼ commencing 7.28 chains South of North-east corner, West 12.93 chains, South, 2.83⅓ chains, East to East line, North to place of beginning	12,	36,	10,	3.677

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Hattie Lohse	Part South-west ¼ commencing 10.11⅓ chains South of North-east corner, West 12.98 chains, South 2.83⅓ chains, East to East line, North to place of beginning	12,	36,	10,	3.677
August and Ida Nauman	Part South-west ¼ commencing 12.94⅔ chains South of North-east corner, West 12.98 chains, South 2.83⅓ chains, East to East line, North to place of beginning	12,	36,	10,	3.677
Ida S. Neuman	Part South-west ¼ commencing 7.28 chains South and 12.98 chains West of North-east corner, West 14.50 chains to West line, South 2.83⅓ chains, East 14.50 chains, North to place of beginning	12,	36,	10,	4
100					
Carrie S. Pohlplatz	Part South-west ¼ commencing 10.11⅓ chains South and 27.48 chains West of North-east corner, South 2.83⅓ chains East 14.50 chains, North 2.83⅓ chains, West to place of beginning	12,	36,	10,	4
William Schneider	Part South-west ¼ commencing 15.78 chains South and 27.48 chains West of North-east corner, North 2.83⅓ chains, East 14.50 chains, South 2.83⅓ chains, West to place of beginning	12,	36,	10,	4
Augusta Paulina Schreiber and Herman Schreiber	North-east ¼ of North-east ¼	13,	36,	10,	40
Augusta Paulina Schreiber and Herman Schreiber	South-east ¼ of North-east ¼	13,	36,	10,	40
Augusta Paulina Schreiber and Herman Schreiber	North of River of North-east ¼ of South-east ¼	13,	36,	10,	8.40
Chicago, Indianapolis & Louisville					

		Sec.	Twp.	Range.	A's.
Railway Company.....	That part of the following, lying in Lot 2, commencing at North line of Section and East line *or* right of way of Chicago, Indianapolis & Louisville Railroad then East 250 feet, South 1120 feet, East 100 feet, South 370 feet, West 200 feet, South-west to point 1790 feet South of North line of Railroad, South to South line of Section, West 37 feet to right of way, North to place of beginning	13,	36,	10,	..
101					
William Camp.....	West ½ of Lot 2 (Ex. the West part thereof owned by the Chicago, Indianapolis & Louisville Railway Co., heretofore described).....	13,	36,	10,	..
William Camp.....	East ½ of Lot 2.....	13,	36,	10,	27.10
Herman Rausch.....	North 12.20 acres in Lot 1.....	13,	36,	10,	12.20
Christian Rausch.....	South 16.931 acres of North 29.131 acres in Lot 1..	13,	36,	10,	16.931
Frederick Rausch.....	Lot 1 (Ex. North 29.131 acres).....	13,	36,	10,	16.930
Charles H. Dolton.....	All South of River of North-west ¼ of North-west ¼	13,	36,	10,	1⅛
Tenna and Swets De Vries.....	Lot 7 of Giel Swets' Subdivision.....	13,	36,	10,	19
Sarah Swets Ovins.....	Lot 8 of Giel Swets' Sublivision.....	13,	36,	10,	18½
Mary E. and Henry M. Cathcart...	North-west ¼ of South-east ¼.....	32,	37,	7,	40
Mary E. and Henry M. Cathcart...	North-east ¼ of South-east ¼.....	32,	37,	7,	40
Mary E. and Henry M. Cathcart...	South-east ¼ of South-east ¼ (Ex. Railroad).....	32,	37,	7,	30.50
Edward P. and Flora S. Ames....	West ½ of West ½ of South ½ (Ex. Railroad)....	32,	37,	7,	39.41
Edward P. and Flora S. Ames....	East ½ of West ½ of West ½ of South ½ (Ex. Railroad)	32,	37,	7,	39.40
Malvina B. and J. Ogden Armour..	West ½ of East ½ of West ½ of South ½ (Ex. Railroad)	32,	37,	7,	39.40
		32,	37,	7,	38.84

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Malvina B. and J. Ogden Armour	East ½ of East ½ of West ½ of South ½ (Ex. Railroad)	32,	37,	7,	38.84
Adam J. Weckler	East ½ of Lot 3 (Ex. Railroad)	33,	37,	7,	22.25
Adam J. Weckler	West ½ of Lot 3 (Ex. Railroad)	33,	37,	7,	22.25
Adam J. Weckler	East ½ of Lot 4 (Ex. Railroad)	33,	37,	7,	27.75
Adam J. Weckler	West ½ of Lot 4 (Ex. Railroad)	33,	37,	7,	27.75
Frank L. Faulkner	Lot 5 (Ex. Railroad)	33,	37,	7,	32.30
Adam J. Weckler	East ½ of Lot 6 (Ex. Railroad)	33,	37,	7,	25.90
Adam J. Weckler	West ½ of Lot 6 (Ex. Railroad)	33,	37,	7,	25.90
Marguerite M. Hart	Lot 7 (Ex. Railroad)	33,	37,	7,	31.40
Marguerite M. Hart	Lot 8 (Ex. Railroad)	33,	37,	7,	32
John Becker	Part Lot 4, North-west ¼, commencing 20 rods South of the North West corner of Lot 4, South 20 rods, Easterly parallel with Railroad 23 rods, North 20 rods, West 23 rods to place of beginning	16,	36,	7,	2.90
Charles Seydel	Part of Lot 4, North-west ¼, commencing at the South-west corner of Lot 4, East 40 rods, North 20 rods, West 40 rods, South 20 rods to beginning	16,	36,	7,	5
Wm. T. Cushing	Lot 4, North-west ¼ (Except 10 acres off South end thereof, and also except a piece of land in the North-west corner of said lot, commencing at the North west corner, and from thence running South 40 rods, thence East and parallel to Railroad 23 rods, thence North 20 rods, thence East and parallel to Railroad 26 rods, thence North 20 rods to the Railroad, thence Westerly on railroad 49 rods to place of beginning	16,	36,	7,	34

		Sec.	Twp.	Range.	A's.
103					
Nicholas Fry	Strip of land 10 rods wide East and West lying immediately East of and adjoining Lots 3, 4, and 5, Ed. Saunder's Addition to Lake Station	16,	36,	7,	75/100
Philip Schneider	Strip East of Lots 1 and 2, Ed Saunder's Addition to Lake Station, 10 rods wide East and West	16,	36,	7,	½
Katharina Bauermeister	Part of North-west ¼, commencing at point 13 rods East of North-east corner of Lot 1, Ed. Saunder's Addition to Lake Station, then East along Railroad 16 rods, then South 20, then Westerly 16 rods, then North 20 rods, to beginning	16,	36,	7,	1
Nicholas Fry	West ½, Lot 5	9,	36,	7,	..
Nicholas Fry	That part of Lot 3, lying South of West ½ of Lot 5 of Section 9, Township 36, Range 7	9,	36,	7,	..
Michael Reich	East ½ of East ½ of Lot 4	9,	36,	7,	..
Michael Reich	Part of Lot 5, lying South of East ½ of East ½ of Lot 4, in Section 9, Township 36, Range 7	9,	36,	7,	..
John N. Bos	Part of Lot 12, commencing on the East line 600 feet South of Gravel road, North 600 feet, Westerly 650 feet, South 200 feet, South-east to beginning	16,	36,	7,	5.96
Susan Kappelman	Part of the East ½ of Lot 12, South of Ed. Saunder's Addition to Lake Station (Except that part owned by John N. Bos, above described)	16,	36,	7,	..
104					
Charles Thorn	Part of Lots 7, 8, 9 and 10, Edward Saunder's Addition to Lake Station, commencing 30 feet South of the South-west corner of Lot 6, East 200 feet,				

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	South to North line of gravel road, West to Southwest corner of Lot 10, North to beginning.....	16,	36,	7,	..
Nicholas Fry and Margaret Fry...	Lots 3, 4, 5, and 6, Edward Saunder's Addition to Lake Station	16,	36,	7,	..
Nicholas Fry and Margaret Fry...	North 30 feet of West 209 feet, Lot 7, Edward Saunder's Addition to Lake Station.....	16,	36,	7,	..
Nicholas Fry.....	Lots 7, 8, 9 and 10, Except West 209 feet thereof, Edward Saunder's Addition to Lake Station.....	16,	36,	7,	..
Philip Schneider.....	Lots 1 and 2, Edward Saunder's Addition to Lake Station	16,	36,	7,	..
Richard Schaff, Jr., as Township Trustee of North Township.....	All the public highways of North Township, which are situated within the marsh and low grounds comprising the Little Calumet River basin.				
William C. Kunert, as Township Trustee of Calumet Township...	All the public highways of Calumet Township, which are situated within the marsh and low grounds comprising the Little Calumet River basin.				
Alvin Wild, as Township Trustee of Hobart Township.....	All the public highways of Hobart Township, which are situated within the marsh and low grounds comprising the Little Calumet River basin.				
The Town of Miller, Indiana.....	All the streets and alleys and public highways of the town of Miller, which are situated within the marsh and low grounds comprising the Little Calumet River basin.				
The Town of Tolleston Indiana....	All the streets and alleys and public highways of the town of Tolleston, which are situated within the marsh and low grounds comprising the Little Calumet River basin.				

Name	Description.
The Town of Gary, Indiana	All the streets and alleys and public highways of the Town of Gary, which are situated within the marsh and low grounds comprising the Little Calumet River basin.
The Town of Munster, Indiana	All the streets and alleys and public highways of the Town of Munster, which are situated within the marsh and low ground comprising the Little Calumet River basin.
The Town of East Gary	All the streets and alleys and public highways of the Town of East Gary which are situated within the marsh and low ground comprising the Little Calumet River basin.
Michigan Central Railroad Co	Right of way of the Michigan Central Railroad Co., through Sections 16, 17 and 18, Township 36, Range 7 West, also, through Sections 11, 13 and 14, Township 36, Range 8 West, Lake County, Indiana.
Joiliet & Northern Indiana Railroad Co (Sometimes called Joliet Cut-off of Michigan Central Railway Co.)	Right of way of the Joliet and Northern Indiana Railroad Co. (sometimes called Joliet cut-off of Michigan Central Railroad Co.) through Sections 17 and 18, Township 36, Range 7 West, also through Section 24, Township 36, Range 8 West, Lake County, Indiana.
Pittsburgh, Fort Wayne & Chicago Railroad Co	Right of way of the Pittsburg, Fort Wayne and Chicago Railroad Co., through Sections 23, 14 and 15, Township 36, Range 8 West, Lake County, Indiana.
New York, Chicago & St. Louis Railroad Co	Right of way of New York, Chicago & Saint Louis Railroad Co., through Sections 19 and 20, Township 36, Range 8 West, also,—through Sections 14, 15 and 24, Township 36, Range 9 West, Lake County, Indiana.
Chicago and Erie Railroad Co	Right of way of the Chicago and Erie Railroad Co. through Sections 17, 20 and 21, Township 36, Range 9 West, Lake County, Indiana.

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J. P. Goodrich, Receiver of the Chicago, Cincinnati & Louisville Railroad Co. ..... Right of way through Sections 17, 20 and 21, Township 36, Range 9 West, Lake County, Indiana.

Indiana Harbor Railroad Co. ..... Right of way of Indiana Harbor Railroad Co., through Sections 16 and 21, Township 36, Range 9 West, Lake County, Indiana.

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Elgin, Joliet and Eastern Railway Co. (Also called Griffith and Northern Railway Co.) ..... Right of way of Elgin, Joliet and Eastern Railway Co., (Also Called Griffith and Northern Railway Co.) through Sections 14 and 23, Township 36, Range 9 West, Lake County, Indiana.

All of the foregoing or above described property located in Lake County, State of Indiana.

The following described property is located in Porter County, Indiana.

		Sec.	Twp.	Range.	A's.
Benjamin Fifield & Clarence E. Fifield	27.48 acres off North end of West ½ of Fractional North-west ¼	6,	36,	6,	27.48
Benjamin Fifield & Clarence E. Fifield	40 acres off South end of West ½ of Fractional North-west ¼	6,	36,	6,	40
Benjamin Fifield & Clarence E. Fifield	20.62 acres off North end of East ½ of Fractional North-west ¼	6,	36,	6,	20.62
Benjamin Fifield & Clarence E. Fifield	40 acres off South end of East ½ of Fractional North-west ¼	6,	36,	6,	40

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		Sec.	Twp.	Range.	A's.
John A. Samuelson	21.14 acres off North end of that part of Fractional North-east ¼	6,	36,	6,	21.14
John A. Samuelson	40 acres off North end of that part of Fractional North-east ¼ which lies West of Salt Creek	6,	36,	6,	40
Walter L. Johnson	21.65 acres off North end of that part of Fractional North-east ¼ which lies East of Salt Creek	6,	36,	6,	21.65
Walter L. Johnson	40 acres off South end of that part of Fractional North-east ¼ which lies East of Salt Creek	6,	36,	6,	40
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Jennie S. Field	17.45 Acres off North end of West ½ of Fractional North-west ¼	1,	36,	7,	17.45
Jennie S. Field	40 acres off South end of West ½ of Fractional North-west ¼	1,	36,	7,	40
Jennie S. Field	22.22 acres off North end of East ½ of Fractional North-west ¼	1,	36,	7,	22.22
Jennie S. Field	40 acres off South end of East ½ of Fractional North-west ¼	1,	36,	7,	40
Jennie S. Field	40 acres off South end of West ½ of North-east ¼	1,	36,	7,	40
Jennie S. Field	21.66 acres off North end of West ½ of Fractional North-east ¼	1,	36,	7,	21.66
Jennie S. Field	21.10 acres off North end of East ½ of Fractional North-east ¼	1,	36,	7,	21.10
Jennie S. Field	40 acres of the South end of East ½ of Fractional North-east ¼	1,	36,	7,	40
Hjalmar Carlson	North-west ¼ of South-west ¼	1,	36,	7,	40
Swan Swanson	22.72 acres (except 1 acre in North-west corner) off North end of West ½ of Fractional North-west ¼	2,	36,	7,	21.72

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Swan Swanson	40 acres off South end of West ½ of Fractional North-west ¼ (North of Calumet River)	2,	36,	7,	40
John A. Danielson	That part of East ½ of Fractional North-west ¼ which lies North of the Calumet River	2,	36,	7,	40
108					
Harriett W. Miller	That part of West ½ of South-west ¼ which lies West and North of the Calumet River, (Part of Lot 5)	2,	36,	7,	..
Peter Crumpacker	That part of North-west ¼ which lies South of the Calumet River	2,	36,	7,	24.50
Peter Crumpacker	18.75 acres off North end of that part of West ½ of South-west ¼, which lies East of the Calumet River	2,	36,	7,	18.75
Peter Crumpacker	40 acres off South end of that part of West ½ of South-west ¼, which lies South of the Calumet River	2,	36,	7,	40
Peter Crumpacker	North-east ¼ of the South-west ¼	2,	36,	7,	40
Peter Crumpacker	South-east ¼ of South-west ¼	2,	36,	7,	40
Jane E. Crisman	19.69 acres off that part of West ½ of Fractional North-east ¼, which lies South and East of Calumet River	2,	36,	7,	19.69
Jane E. Crisman	South 40 acres of West ½ of Fractional North-east ¼	2,	36,	7,	40
Jane E. Crisman	North-West ¼ of the South-east ¼	2,	36,	7,	40
Isaac Crisman	South-west ¼ of the South-east ¼	2,	36,	7,	40
Hjalmar Carlson	South-east ¼ of the South-east ¼	2,	36,	7,	40
Hjalmar Carlson	South ½ of the North-east ¼ of the South-east ¼	2,	36,	7,	20
Joseph Bender	North ½ of the North-east ¼ of the South-east ¼	2,	36,	7,	20

		Sec.	Twp.	Range.	A's.
Jennie S. Field	South 40 acres of East ½ of Fractional North-east ¼	2,	36,	7,	40
109 Jennie S. Field	North 22.87 acres of the East ½ of the Fractional North-east ¼ (South of Calumet River)	2,	36,	7,	22.87
Peter Crumpacker	All that part of the West 40 rods of the West ½ of the North-west ¼, (North of Indian Boundary line)	32,	37,	6,	30.42
Peter Crumpacker	All that part of the West 40 rods of West ½ (North of the Calumet River)	32,	37,	6,	30.40
S. A. Samuelson	East 40 acres of West 100.82 acres (North of the Calumet River)	32,	37,	6,	40
S. A. Samuelson	East 40 acres of West 140.82 acres (North of Calumet River)	32,	37,	6,	40
S. A. Samuelson	East 40 acres of West 180.82 acres (North of the Calumet River)	32,	37,	6,	40
S. A. Samuelson	West 40 acres of East 112.50 acres, (North of Calumet River)	32,	37,	6,	40
S. A. Samuelson	West 40 acres of East 152.50 acres, (North of Calumet River)	32,	37,	6,	40
S. A. Samuelson	West 13.61 acres of East 164.11 acres, (North of Calumet River)	32,	37,	6,	13.61
Anna Julia Carlson	West 40 acres of Fractional East ½ of North-east ¼, (North of Calumet River)	32,	37,	6,	40
Anna Julia Carlson	East 29.65 acres of Fractional East ½ (North of Calumet River)	32,	37,	6,	29.65
Albert Nyquist	West ½ of Lot 4, in South-west ¼ of South-west ¼	32,	37,	6,	28.20
Albert Nyquist	East ½ of Lot 4, in the South-west ¼ of South-west ¼	32,	37,	6,	28.20

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John & Louisa Lawson	North ½ of East ½ of South-west ¼, (South of Calumet River)	32,	37,	6,	39
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John & Louisa Lawson	All that part of Lots 1 and 2, in South ½ of North-east (South of Calumet River)	32,	37,	6,	37.63
John & Louisa Lawson	North-west ¼ of South-east ¼	32,	37,	6,	40
John & Louisa Lawson	North-east ¼ of South-east ¼	32,	37,	6,	40
Peter Dahlgren	South-east ¼ of South-west ¼, (Except 5 acres in South-west corner)	32,	37,	6,	35
Charles J. Blank, Frederika Blank, Swan Blank, Kanute J. Blank and Hanna Blank Johnson	5 acres in South-west corner of South-east ¼ of South-west ¼, being 20 rods North and South by 40 rods East and West	32,	37,	6,	5
Charles Rhoda, Jr.	South-west ¼ of the South-east ¼	32,	37,	6,	40
William Boo	South-east ¼ of the South-east ¼	32,	37,	6,	40
Charles Westergren	West 10.80 acres off West side of Lot 2, in South-east ¼	3,	36,	7,	10.80
Charles Johnson	East 11.25 acres of West 22.05 acres of Lot 2, in South-east ¼	3,	36,	7,	11.25
Charles Johnson and J. D. Strom	East 28.60 acres of Lot 2, in South-east ¼	3,	36,	7,	28.60
John Malmstein	South-west ¼ of South-west ¼, (South of old River Bed)	3,	36,	7,	7
Jacob Lenburg, Jr.	South-west ¼ of South-east ¼, (South of River)	3,	36,	7,	29.35
Jacob Lenburg, Jr.	South-east ¼ of the South-west ¼, (South of River).	3,	36,	7,	17.39
Wabash Railroad	That part of West ½ of South-west ¼, (South of the Baltimore and Ohio Ry.)	3,	36,	7,	3
111					
Mary C. Rushmore	North 40 acres of Lot 4 in West ½ of South-west ¼.	3,	36,	7,	40

		Sec.	Twp.	Range.	A's.
Mary C. Rushmore	South 26 acres of Lot 4 in West ½ of South-west ¼	3,	36,	7,	26
Mary Rushmore	North 40 acres of Lot 3 in East ½ of South-west ¼	3,	36,	7,	40
Mary C. Rushmore	South 18.63 acres of Lot 3 in East ½ of South-west ¼	3,	36,	7,	18.63
Charles Johnson	5.50 acres in North-west Corner of South-east ¼ of North-east ¼ (or off the South 26.55 acres of East ½ of North-east ¼	3,	36,	7,	5.50
Peter Crumpacker	South-east ¼ of North-east ¼ (Except 5.50 acres in North-west corner)	3,	36,	7,	26.55
Peter Crumpacker	Lot 1, Being in East ½ of South-east ¼, North of Calumet River	3,	36,	7,	31
Leonard Crisman	West 7 acres of East ½ of South-east ¼ (South of Calumet River)	3,	36,	7,	7
Lucetta A. Fabian	East 7 acres of West 14 acres of East ½ of South-east ¼ (South of Calumet River)	3,	36,	7,	7
Ida E. Isbey	East 7 acres of the West 21 acres of East ½ of South-east ¼ (South of Calumet River)	3,	36,	7,	7
Erland P. Erlandson	East 7 acres of the West 28 acres of the East ½ of the South-east ¼ (South of Calumet River)	3,	36,	7,	7
Ann E. Blake	East 20 acres of East ½ of South-east ¼ (South of Calumet River)	3,	36,	7,	20
Andrew Lindquist & Hilda S. Lindquist	South-west ¼ of South-west ¼	33,	37,	6,	40
John Hellman	South ½ of South-east ¼ of South-west ¼	33,	37,	6,	20
112					
Antone J. Hegland	North ½ of South-east ¼ of South-west ¼ and South-half of North-east ¼ of South-west ¼	33,	37,	6,	40
William Boo	South ½ of North-west ¼ of South-west ¼	33,	37,	6,	20

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Claf C. Kleaf	North ½ of North-west ¼ of South-west ¼	33,	37,	6,	20
Nels Hogland	North ½ of North-east ¼ of South-west ¼	33,	37,	6,	20
Nels Hogland	North-west ¼ of South-east ¼	33,	37,	6,	40
William Bartles	South-west ¼ of South-east ¼	33,	37,	6,	40
John W. Carlson	West ½ of South-east ¼ of South-east ¼	33,	37,	6,	20
William Salamander	East ½ of South-east ¼ of South-east ¼	33,	37,	6,	20
William Salamander	North-east ¼ of South-east ¼	33,	37,	6,	40
Jadwiga Wellnitz	East ½ of Lot 3, (South of Railroad)	33,	37,	6,	29.23
Gustaf A. Wennerstrom	17.4 acres off East side of West ½ of Lot 3, and 1.67 acres off East side of Lot 2, (South of Railroad)	33,	37,	6,	18.71
Gustaf A. Wennerstrom	22.42 acres off West *West* side of East ½ of Lot 4, and 4.62 acres off Lot 2	33,	37,	6,	27.4
Helena C. Wennerstrom	West 57½ rods of East 181¾ rods of North ½ of Railroad	33,	37,	6,	29.82
William Halberg	All that part of Lot 2, (North of Railroad)	33,	37,	6,	22.07
William Halberg	40 acres off the East side of that part of Lot 1, (North of Railroad)	33,	37,	6,	40
William Halberg	3.76 acres off the West side of that part of Lot 1, (North of Railroad)	33,	37,	6,	3.76
113					
Nels Hogland	All that part of West ½ of North-west ¼, which lies South of Indian Boundary line	33,	37,	6,	33.83
Nels Hogland	All that part of West ½ of North-west ¼, which lies North of Indian Boundary Line, and South of River	33,	37,	6,	12.10
Andrew J. Lindquist, Hulda S. Lindquist	40 acres off the West side of that part of North-west ¼, which lies North of the Calumet River	33,	37,	6,	40

		Sec.	Twp.	Range.	A's.
Andrew J. Lindquist & Hulda S. Lindquist	32.1 acres off East side of that part of North-west ¼, North of Calumet River	33,	37,	6,	32.1
Swen and Mary Johnson	21 acres in triangular form in North-east corner of North-west ¼, bounded on South, by Calumet River, 7 rods	33,	37,	6,	21
Nels A. Olsen	West 18.75 acres of that part of West ½ of North-east ¼, (North of Calumet River)	33,	37,	6,	18.75
Oscar E. and S. Charlson	East 18.75 acres of that part of West ½ of North-east ½ (North of Calumet River)	33,	37,	6,	18.75
—— Charlson	West ½ of East ½ of North-east ¼ (North of Calumet River)	33,	37,	6,	7.75
Niles Johnson	East ½ of East ½ of North-east ¼ (North of Calumet River)	33,	37,	6,	7.75
Robert C. and John H. Busse	Lot 2 in North-west ¼	34,	37,	6,	33.56
Robert C. and John H. Busse	40 acres off South end of Lot 1 in North-west ¼	34,	37,	6,	40
114					
Robert C. and John H. Busse	14.44 acres off North end of Lot 1 in North-west ¼	34,	37,	6,	14.44
John P. Samuelson	20.3 acres off West side of North-west ¼ (North of Calumet River)	34,	37,	6,	20.30
Francis R. Howe	That part of North-west ¼ (North of Calumet River), except 30.30 acres off west side	34,	37,	6,	20.30
Francis R. Howe	That part North-east ¼ (North of Calumet River)	34,	37,	6,	8
John P. Carlson	West ½ of West ½ of North-east ¼, except 1 rod off South side (South of Calumet River) North of Indian Boundary line	34,	37,	6,	28

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Gustave Lindstrom	East ½ of West ½ of North-east ¼ (South of Calumet River) North of Indian Boundary line	34,	37,	6,	26.12	
Gustave Lindstrom	All that part of West ½ of East ½ of North-east ¼ North of Lake Shore and Michigan Southern Ry.	34,	37,	6,	13.40	
John Aug. Linden	All that part of West ½ of East ½ of North-east ¼ North of Lake Shore & Michigan Southern Ry., and South of Calumet River	34,	37,	6,	39.66	
John Aug. Linden	All that part of East ½ of East ½ of North-east ¼ South of Calumet River and North of Railway (Except parsonage Lot)	34,	37,	6,	37	
Charles J. Johnson	North ½ of West ½ of North-west ¼	27,	37,	6,	39.47	
Charles J. Johnson	South ½ of West ½ of North-west ¼	27,	37,	6,	39.47	
Ada Coburn	West 37 rods of East 77 rods of North-west ¼ (North of road) and 5 by 9 rods South of road	27,	37,	6,	26.79	
115						
Fred W. Ahrendt *Fred W. Ahrendt*	South end of West ½ of East ½ of North-west ¼	27,	37,	6,	9	
Nels J. Nelson	East ½ of East ½ of North-west ¼ (Except Railway)	27,	37,	6,	35.79	
Minnie Chelbert	West ½ of West ½ of North-east ¼ (Except Railway)	27,	37,	6,	38.68	
Oscar W. Peterson	East 20 rods of West 60 rods of North-east ¼ (Except Railway)	27,	37,	6,	19.44	
Oscar W. Peterson	East ½ of North ½ of East ½ of West ½ of North-east ¼ (Except Railway)	27,	37,	6,	8.79	
William Kinden	North-east ¼ of North-east ¼	27,	37,	6,	37.41	
Alfred Borg	South-east ¼ of North-east ¼, (Except 1.56 chains East and West, by 12.17 chains North and South, off West side	27,	37,	6,	33.10	

		Sec.	Twp.	Range.	A's.
Francis R. Howe	East ½ of East ½ of West ½ of North-east ¼, South of road and 1.56 chains East and West by 12.17 chains, North and South, in North-west corner of South-east ¼ of North-east ¼	27,	37,	6,	13.11
Francis R. Howe	South-west ¼ of South-east ¼	27,	37,	6,	40
Francis R. Howe	North-west ¼ of South-east ¼	27,	37,	6,	40
Francis R. Howe	South-east ¼ of South-west ¼	27,	37,	6,	40
Francis R. Howe	South ½ of South ½ of North-east ¼ of South-west ¼	27,	37,	6,	10
Elias N. Westrand	North-east ¼ of North-east ¼ of South-west ¼	27,	37,	6,	10
116					
Elias N. Westrand	North ½ of South ½ of North-east ¼ of South-west ¼	27,	37,	6,	10
William Johnson and Emma Johnson	East 3 acres off North-west ¼ of North-east ¼ of South-west ¼	27,	37,	6,	3
F. Burmstrom	West 7 acres off North-west ¼ of North-east ¼ of South-west ¼	27,	37,	6,	7
Charles J. and Ellen Olson	8.75 acres in North-east corner of West ½ of South-west ¼	27,	37,	6,	8.75
John P. Samuelson	South-west ¼ of South-west ¼	27,	37,	6,	40
John P. Samuelson	North-west ¼ of South-west ¼ (Except 8.75 acres in North East corner	27,	37,	6,	31.25
Charles L. Chelberg	South-east ¼ of South-east ¼	27,	37,	6,	40
Charles L. Chelberg	North-east ¼ of South-east ¼	35,	37,	7,	40
Peter Crumpacker	South-east ¼ of South-west ¼	36,	37,	7,	28.90
John A. Swanson	That part of Lot 1 in South-east ¼				

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John A. Swanson	That part of Lot 1 in North-east ¼	36,	37,	7,	37.58
John A. Swanson	**Lot 4**	36,	37,	7,	33
Edgar D. Sargent	40 acres off South end of Lot 5 in South-west ¼	36,	37,	7,	40
Roy B. Taber, Trustee in Bankruptcy of George W. Stewart. Isaac Crisman (Tax Title deed)	North-west ¼ of South-west ¼	36,	37,	7,	40
Edgar D. Sargent	22¼ acres off North end of Lot 5 in South-west ¼	36,	37,	7,	22.25

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Jennie S. Field	All of South-west ¼ of South-east ¼, South of Calumet River	36,	37,	7,	38 acres more or less
Jennie S. Field	All that part N. W. ¼ of S. E. ¼ (North West ¼ of South East ¼) South and East of Calumet River	36,	37,	7,	16
Joseph Bender	20.70 acres off North end of Lot 7 in North-east ¼	36,	37,	7,	20.74
Joseph Bender	South-east ¼ of South-east ¼	36,	37,	7,	40
Joseph Bender	North-east ¼ of South-east ¼ (East of River)	36,	37,	7,	37.20
Knickerbocker Ice Co	North-west ¼ of North-west ¼ (Except Lake Shore and Michigan Southern Railroad)	36,	37,	7,	37
Knickerbocker Ice Co	North-east ¼ of North-east ¼	36,	37,	7,	37
Knickerbocker Ice Co	West ⅓ of North ½ of North-east ¼, (North of Indiana boundary line), North of right of way of Lake Shore & Michigan Southern Railway Company	36,	37,	7,	20
Knickerbocker Ice Co	West 40 acres of the following described parcel, to-wit: Commencing at the point on the East line of the North-east ¼ of Section 36, Township 37, North, Range 7 West, where said East line is				

		Sec.	Twp.	Range.	A's.
118	intersected by the Indian boundary line, and running thence North along said East line to the South line of the old right of way of the Lake Shore & Michigan Southern Railway Company, and now used as a public highway, thence West along the South line of said highway 1,000 feet, thence North 303 feet, thence West to the present right of way of said Lake Shore & Michigan Southern Railway Company, thence Southwesterly along the Southerly line of said present right of way to the West line of said North-east ¼, thence South on said West line of said North-east ¼ to the Indian boundary line, and thence East along the said Indian boundary line to the place of beginning	36,	37,	7,	40A
Knickerbocker Ice Co.....	East 14.60 acres of the following described parcel, to-wit: Commencing at the point on the East line of the North-east ¼ of Section thirty-six (36) Township 37 North, Range 7 West, where said East line is intersected by the Indian boundary line, and running thence north along said East line to the South line of the old right of way of the Lake Shore & Michigan Southern Railway Company, and now used as a public highway, thence West along the South line, of said highway 1,000 feet, thence North 303 feet, thence West to the present right of way of said Lake Shore & Michigan Southern Railway Company, thence Southwesterly along the Southerly line of said				

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119	present right of way to the West line of said North-east ¼, thence South on said West line of said North-east ¼ to the Indian boundary line, and thence East along the said Indian boundary line to the place of beginning	36,	37,	7,	14.60A
Knickerbocker Ice Company	East ⅔ of North ½ of North-east ¼ (North of Indian Boundary line), North of right of way of Lake Shore & Michigan Southern Railway Company	36,	37,	7,	33
Knickerbocker Ice Co.	Commencing at a point in the East line of the North-east ¼ of Section 36, Township 37 North, Range 7 West, where said East line is intersected by the South line of the old right-of-way of the Lake Shore & Michigan Southern Railway Company and now used as a public highway, thence West along the South line of said highway 1,000 feet, thence North 303 feet, thence West to the South line of the present right of way of said Lake Shore & Michigan Southern Railway Company, thence Northeasterly along the Southerly line of said right of way to the section line, thence South on the section line to the place of beginning	36,	37,	7,	13
Benjamin Fifield and Clarence Fifield	South-west ¼ of South-west ¼	31,	37,	6,	40
Banjamin Fifield and Clarence E. Fifield	40 acres off South end of Lot in South-west ¼	31,	37,	6,	40
Banjamin Fifield and Clarence E. Fifield	31.30 acres off North end of Lot 4 in South-west ¼	31,	37,	6,	31.30
Banjamin Fifield and Clarence E. Fifield	Lot 3 in North-west ¼	31,	37,	6,	38.53

		Sec.	Twp.	Range.	A's.
Peter Crumpacker	35.34 acres off West end of Lot 2	31,	37,	6,	35.34
120					
Peter Crumpacker	That part of West ½ of South-east ¼ North of River	31,	37,	6	19
Peter Crumpacker	That part of East ½ of South-east ¼ North of River.	31,	37,	6,	27.50
Peter Crumpacker	That part of West ½ of North-east ¼ South of Indian Boundary line	31,	37,	6,	31
Peter Crumpacker	That part of the East ½ of the North-east ¼ South of Indian Boundary line	31,	37,	6,	31
Peter Crumpacker	That part of the East ½ of North-west ¼ North of Indian Boundary line and South of Culver ditch.	31,	37,	6,	9.50
Peter Crumpacker	Beginning at a point where the North and South center line of Section 31 intersects the South line of the Culver ditch and running thence South to the Indian Boundary line; thence East on the Indian Boundary line 80 rods; thence North to South line of the public high-way on the old right of way of the Lake Shore and Michigan Southern Railroad; thence Southwesterly along said highway to the North-east corner of land owned by Gustave P. Berg; thence Southeasterly along the East line along said Berg land to the Culver ditch; thence Southwesterly along the Culver ditch to the place of beginning	31,	37,	6	35.06
Peter Crumpacker	40 acres off South end of that part of the East ½ of the North-east ¼ which lies East of Indian Boundary line	31,	37,	6,	40

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Peter Crumpacker.....	25 acres off the North end of that part of the East ½ of the North-east ¼ which lies North of the Indian Boundary line.....	31,	37,	6,	25	
121						
James Blackman.....	A strip of land 28 rods wide at the North end, and 40 rods wide at the South end off of the East side of the following described grants of land: The North-east ¼ of the North-west ¼, Section 31, Township 37, Range 6, also commencing at the quarter post on the North line of Section 31, Township 37, Range 6; thence East 7 rods to State ditch, known as ditch No. 1, branch to Culver's ditch No. 26; thence South 20 degrees East on said ditch 78½ rods to State ditch No. 26; thence South 64½ Degrees, West on said ditch No. 26, 31½ rods, thence North on the quarter line on said section 31 to the place of beginning 86½ rods. Also commencing at the North West corner of the South east ¼ of the North-west ¼, Section 31, Township 37, Range 6, thence South to Calumet River and State ditch thence North of East on the State ditch until it strikes the East line of said quarter section; thence North until it strikes the South-east corner of the North-east ¼ of the North-west ¼ of said Section,—thence West to the place of beginning, except that part of said strip of land which lies North of the South line of the old right of way of Michigan Southern Railway Co.....	31,	37,	6,	13.75	103

		Sec.	Twp.	Range.	A's.
John Erickson.....	A strip of land 32 rods wide at the North and commencing at a point 28 rods West from the North-east corner and 41 rods wide at the South end, commencing at a point 40 rods West from the South-east corner of the following described tracts of land; the North-east ¼ of the North-west ¼ of Section 31 Township 37, Range 6,—also commencing at the ¼ post on the North line of Section 31, Township 37, Range 6, thence East 7 rods, to State Ditch, said Ditch known as Ditch No. 1 branch to Culver's Ditch, No. 26; then South 20 degrees East on said Ditch 78½ rods to State Ditch No. 26; thence South 64¼ Degrees West on said Ditch No. 26, 31½ rods; thence North on the quarter line of said section 31 to place of beginning, 86½ rods. Also commencing at the North-west corner of the South-east ¼ of the North-west ¼ Section 31, Township 37, Range 6 West, thence South to the Calumet River and State Ditch, thence North of East on State Ditch until it strikes the East line of said quarter Section, thence North until it strikes the South-east corner of the North-east ¼ of the North-west ¼ of said Section; thence West to place of beginning, except that part of said strip of land which lies north of the South line of the old right of way of the Michigan Southern Co., containing 13.75 acres	..	..	..	..

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Gustave P. Berg	A strip of land 27 rods wide at the North end and 40 rods at the South end off the West side of the following described tracts of land; the North-east ¼ of the North-west ¼ of Section 31, Township 37, Range 6 West, also commencing at the quarter post on North line of Section 31, Township 37, Range 6, thence East 7 rods to State Ditch, said ditch known as Ditch #1, branch to Culver's Ditch No. 26, thence South 20 degrees East on said ditch 78½ rods to State ditch No. 26, thence South 64½ degrees West on said ditch No. 26, 31½ rods; thence North on quarter line of said Section 31 to place of beginning, 86½ rods. Also commencing at the North-west corner of the South-east ¼ of North-west ¼, section 31, Township 37, Range 6,—thence, South to the Calumet River and State Ditch, thence North of east on State Ditch, until it strikes the East line of said quarter Section, thence North until it strikes the South-east corner of the North-east ¼ of the North-west ¼ of said Section, thence West to the place of beginning, except that part of said strip of land, which lies North of the North line of the old right of way of the Michigan Southern Railway Co., containing 13.75 acres.....	..	..	..	..
John A. Samuelson	40 acres off South end of the 60 acre tract, beginning that part of the South-east ¼ of Section 31, Township 37, Range 6, which lies West of Salt Creek and South of the Calumet River.	..	..	..	40

		Sec.	Twp.	Range.	A's.
John A. Samuelson	20 acres off the North end of the 60 acre tract, being that part of the South-east ¼ of Section 31, Township 37, Range 6, which lies West of Salt Creek, and South of the Calumet River	..	..	..	40
Walter L. Johnson	40 acres off South end of that part of South-east ¼ of Section 31, Township 37, Range 6, which lies East of Salt Creek and South of Calumet River	..	..	..	40
Walter L. Johnson	13.50 acres off the North end of that part of the South-east ¼ of Section 31 Township 37, Range 6, which lies East of Salt Creek and South of the Calumet River	..	..	..	13.50
John Charlton	West ½ of the East ½ of the North-west ¼ North of Culver Ditch and South of highway	31,	37,	6,	13.75
Samuel A. Samuelson	All that part of the West ½ of the North-west ¼ which lies East of Ansley's Addition to Dune Park, and bounded on the North by the old right of way of the Michigan Southern Railway and on the South by the Calumet River	31,	37,	6,	10.50
Knickerbocker Ice Co.	West 22 rods of that part of the West ½ of the North-west ¼ (North of Calumet River and Indian boundary line and South of the old right of way of the Lake Shore and Michigan Southern Railway	31,	37,	6,	10.25
Knickerbocker Ice Co.	All that part of the North-west ¼ North of the highway (except Railway)	31,	37,	6,	40
Knickerbocker Ice Co.	West ½ of the North-east ¼ North of the old Lake Shore and Michigan Southern Railroad right of way (Except Railway)	31,	37,	6,	8

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Knickerbocker Ice Co.	That part of the North-west ¼ North of the old Lake Shore and Michigan Southern Railroad right of way (Except Railway and except 4 acres off West side)	31,	37,	6,	40	
Knickerbocker Ice Co.	4 acres off West side of that part of North-west ¼ North of old Lake Shore and Michigan Southern Railroad right of way (Except Railway)	31,	37,	6,	4	
Otto Johnson	Fractional North-west ¼ of North-west ¼	5,	36,	6,	21.99	
John Jentzen	South-west ¼ of North-west ¼	5,	36,	6,	40	
Minnie Meltz	Fractional North-east ¼ of North-west ¼	5,	36,	6,	22.25	
Minnie Meltz	South-east ¼ of North-west ¼	5,	36,	6,	40	
Carl A. Anderson	Fractional North-west ¼ of North-east ¼	5,	36,	6,	22.52	
Carl A. Anderson	South-west ¼ of North-east ¼	5,	36,	6,	40	
John Brickner	Fractional North-east ¼ of North-east ¼	5,	36,	6,	22.77	
John Brickner	South-east ¼ of North-east ¼	5,	36,	6,	40	
Carl O. and Lewis E. Johnson	North-west ¼ of South-west ¼	5,	36,	6,	40	
Carl O. and Lewis E. Johnson	South-west ¼ of South-west ¼, (Except Railroad)	5,	36,	6,	36.80	
Carl O. and Lewis E. Johnson	North-east ¼ of South-west ¼, (Except Railroad)	5,	36,	6,	37	
Carl O. and Lewis E. Johnson	South-east ¼ of South-west ¼ (Except Railroad)	5,	36,	6,	39.83	
Otto Peterson and Ida G. Peterson	North-east ¼ of South-east ¼	5,	36,	6,	36.82	
Otto Peterson and Ida G. Peterson	North-west ¼ of South-east ¼	5,	36,	6,	36.82	

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John Kettle	South-east ¼ of South-east ¼	5,	36,	6,	40	
John Kettle	South-west ¼ of South-east ¼	5,	36,	6,	40	
Jane E. Crisman	North-east ¼ of North-east ¼, (except Railway)	10,	36,	7,	33.75	
Jane E. Crisman	South-east ¼ of North-east ¼	10,	36,	7,	40	

Cynthia Lenbur	That part of the east ½ of West ½ of North-east ¼ North of Baltimore and Ohio Railway	10,	36,	7,	3
Michael Baker	East ½ of West ½ of North-east ¼, South of Baltimore and Ohio Railroad, and except that part West of Railway	10,	36,	7,	34
Gertrude Baker	South 289½ feet of West ½ of South-west ¼ of North-east ¼	10,	36,	7,	4.75
Henry C. L. Manteuffel	8½ acres off North end of South 12¾ acres of West ½ of West ½ of North-east ¼	10,	36,	7,	8.50
A. F. Adamson and C. E. Adamson	West ½ of West ½ of North-east ¼ (Except Railways and 12¾ acres off South end)	10,	36,	7,	24.25
Swan J. Johnson	East ½ of North-east ¼ of North-west ¼ (Except Railway)	10,	36,	7,	14.10
Maria Dombey	West ½ of North-east ¼ of North-west ¼, South of Railway	10,	36,	7,	14
John Malmstein	North-west ¼ of North-west ¼ (Except Railway and East of River	10,	36,	7,	31
Henry Luhr	South-west ¼ of North-west ¼	10,	36,	7,	40
Henry Luhr	5 acres off West side of South-east ¼ of South-west ¼	10,	36,	7,	5

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Henry Luhr	West ½ of West ½ of South-west ¼ (Except Railway)	10,	36,	7,	38.41
Henry Fehrman, Henry J. Fehrman and Minnie Fehrman	East ½ of West ½ of South-west ¼ (Except Railway)	10,	36,	7,	38.41
John N. Bos	South-east ¼ of South-west ¼, North of Railway	10,	36,	7,	18.41
Clara Tucek	North-east ¼ of North-west ¼	10,	36,	7,	40

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Clara Tucek	25 acres off East side of South-east ¼ of North-west ¼	10,	36,	7,	25	
Lake Shore Sand Co	North-west ¼ of South-east ¼	10,	36,	7,	40	
Lake Shore Sand Co	That part of South-west ¼ of South-east ¼ North of Michigan Central Railroad	10,	36,	7,	7	
Peter Crumpacker	South-west ¼ of South-west ¼ (Except Lake Shore Railroad)	34,	37,	7,	29	.60
Peter Crumpacker	South-east ¼ of South-west ¼	34,	37,	7,	40	
Peter Crumpacker	South-west ¼ of South-east ¼	34,	37,	7,	40	
Peter Crumpacker	South-east ¼ of South-east ¼	34,	37,	7,	40	
Peter Crumpacker	North-east ¼ of South-east ¼, (Except Lake Shore Railroad)	34,	37,	7,	39	
Peter Crumpacker	North-west ¼ of South-east ¼	34,	37,	7,	37	

128 *Owners and Lands Effected, Heath's Addition.*

The following described lots are in Heath's Addition to East Chicago, being a sub-division of Lot 2, in Section 36, Township 37, Range 7, and said lots and names of owners are as follows:

Name.	Description.	
Henry Eddy	Lots 1, 2 & 3	Block 21
William H. Garret	Lot 4	Block 21
Hugh F. Hogan	Lot 5	Block 21
R. —. H. Loomis	Lot 6	Block 21
Pliny B. Brown	Lots 7 and 14	Block 21
Julius A. V. Phillips	Lots 8, 9 & 10	Block 21
Lewis James	Lots 11, 12 & 13	Block 21
Charles E. Cessna	Lot 15	Block 21
Cary D. James	Lots 1, 2, 3, 4, 5, 6 and 7	Block 25
Jane Morris	Lot 1	Block 26
Hans H. Wagner	Lots 2 & 3	Block 26
Jane Morris	Lots 4 & 5	Block 26
Josephine Rutherford	Lots 6, 7, 8, and 9	Block 26
John Heenan	Lot 10	Block 26
Frank Larkin	Lot 11	Block 26
Barner Dulaney	Lots 12, 13, and 14	Block 26
August A. Schram	Lots 15 & 16	Block 26
Johanna Reinner	Lots 17, 18 & 19	Block 26
August Schram	Lots 20, 21 & 22	Block 26
August Schram	Lots 1, 2, 3, 4, 5, and 6	Block 28

129 The following described lots are in Heath's Addition to East Chicago, being a sub-division of Lot 2, in Section 36, Township 37, Range 7, and said lots and names of owners are as follows:

Name.	Description.	
Pliny B. Brown	Lots 1, 2, 3, 4, 5, 6, and 7	Block 22
Richard Freeman	Lots 8, 9 & 10	Block 22
James A. Harper	Lot 11	Block 22
John Rentz	Lot 12	Block 22
Annie Love	Lots 13, 14, 15 and 16	Block 22
Arthur Parker & George Parker	Lots 17 & 18	Block 22

The following described lots are in Ainsley's First Addition to Dune Park, being a sub-division of 7½ acres (more or less) lying in the West ½ of Northwest ¼, Section 31, Township 37, Range 6, and said lots and names of owners are as follows, to wit:

Mary Pullen	Lots 19 and 20
Lewis Oatley	Lots 21, 22, 23, and 24
Lettie M. Hitz	Lots 25, 26, 27, 28 and 29
Ansley Hitz	Lot 30
Henry Lakey	Lot 31
Lowell Kramer	Lots 32, 33, and 34
William F. Cooper	Lot 35
Chary R. Fiske	Lot 36
John R. Cooper	Lots 37, 38 and 39

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		Sec.	Twp.	Range.	A's.
Frances A. Howe	North 28 acres of Northwest ¼ of South-west ¼	23,	37,	6,	28
William Lindeen	South 12 acres of Northwest ¼ of South-west ¼	23,	37,	6,	12
William Lindeen	South-west ¼ of Southwest ¼	23,	37,	6,	37.80
Charles Peterson	West ½ of East ½ of South-west ¼ (Ex. Railroad)	23,	37,	6,	38.64
John Foss	North-east ¼ of Northeast ¼ of South-west ¼	23,	37,	6,	10
Rudolph Henke	South-east ½ of Northeast ¼ of South-west ¼ and 2 rods off of East side of the South-east ¼ of South-west ¼, (Ex. Railroad)	23,	37,	6,	10.94
Seneca Bigelow	East ½ of South-east ¼ of South-west ¼ (Ex. 2 rods off of East side and Ex. Railroad)	23,	37,	6,	17.69
Charles Crumpacker	Commencing at North-east corner of West ½ of Southeast ¼ of Section 23, Township 37, North, Range 6, and running thence South to a ditch 44 rods North of the old Chicago road, thence South-east along said ditch to said road striking the same at a point 25 rods and 3½ feet East of the West line of said half quarter section, thence in a South-easterly course along said road to the east line of said half quarter Section, thence North to place of beginning	23,	37,	6,	44.55
James Hamilton	West ½ of South-east ¼ (Ex. 1 acre in triangular form in South-east corner and Ex. 46.43 acres off of North end owned by Charles Crumpacker, and Ex. Railroad)	23,	37,	6,	31.82

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August Harbrect	North-east ¼ of South-east ¼	23,	37,	6,	40
August Harbrect	South-east ¼ of South-east ¼ (Ex. Railroad)	23,	37,	6,	37.37

		Sec.	Twp.	Range.	A's.
August Harbrect	Commencing at a point 17 feet West of South-east corner of West ½ of North-east ¼, thence East to said corner, thence North on East line 17 feet, embracing the land within the triangle thus formed	23,	37,	6,	1

NOTE.—The Railroad excepted in the above descriptions is the Chicago, Lake Shore & South Bend Railroad Company's.

George Bigelow	North-west ¼ of South-west ¼ (Ex. 2 rods off of North side and Ex. Railroad)	24,	37,	6,	36.80
George Bigelow	North-east ¼ of Southwest ¼	24,	37,	6,	40
Arthur Effmeyer	South-west ¼ of South-west ¼	24,	37,	6,	39.50
Catherine O. Hogfelt	West ½ of South-east ¼ of South-west ¼	24,	37,	6,	20
Charles H. Hjelm	East ½ of South-east ¼ of South-west ¼	24,	37,	6,	20
Christina Olson	North-west ¼ of South-east ¼	24,	37,	6,	40
Charles Michaels	North-east ¼ of South-east ¼	24,	37,	6,	40
Charles J. Hjelm	South-west ¼ of South-east ¼	24,	37,	6,	40
John Hjelm	South-east ¼ of South-east ¼	24,	37,	6,	40
Knickerbocker Ice Co	18.06 acres off of North end of the Northwest ¼ of the Southwest ¼	28,	37,	6,	18.06
James A. Blackman	21.94 acres off of South end of North-west ¼ of South-west ¼	28,	37,	6,	21.94
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James A. Blackman	South-west ¼ of Southwest ¼ (Ex. Railroad)	28,	37,	6,	38.76
Charles Chalberg	Part of West ½ of East ½ of South-east ¼ (Ex. Railroad)	28,	37,	6,	14.55
John P. and Ida Johnson	East ½ of West ½ of East ½ of South-west ¼ (Ex. Railroad)	28,	37,	6,	19.20

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Swan Johnson	East ½ of East ½ of South-west ¼ (Ex. Railroad)	28,	37,	6,	38.58
Nils Olson	West ½ of West ½ of South-east ¼ (Ex. Railroad)	28,	37,	6,	38.49
S. Oscar E. Charlson	East ½ of West ½ of South-east ¼	28,	37,	6,	40
S. Oscar E. Charlson	South 32.25 acres of West ½ of East ½ of South-east ¼ South of Road	28,	37,	6,	32.25
Nils Johnson	East ½ of East ½ of South-east ¼	28,	37,	6,	40
Knickerbocker Ice Co.	North-west ¼ of South-west ¼	29,	37,	6,	40
Knickerbocker Ice Co.	North-east ¼ of South-west ¼	29,	37,	6,	40
Knickerbocker Ice Co.	North-west ¼ of South-east ¼	29,	37,	6,	40
Gust Peter Berg	North-east ¼ of South-east ¼	29,	37,	6,	40
Knickerbocker Ice Co.	All that part of South-west ¼ of South-west ¼ South of Lake Shore & Michigan Southern Railroad	29,	37,	6,	18
William K. Vanderbilt	South-east ¼ of South-west ¼ (Ex. right of way of the Lake Shore & Michigan Southern Railroad)	29,	37,	6,	37

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William K. Vanderbilt	South-west ¼ of Southeast ¼ (Ex. right of way of the Lake Shore & Michigan Southern Railroad)	29,	37,	6,	37
James A. Blackman	All that part of the South-east ¼ of the South-east ¼ North of Lake Shore & Michigan Southern Railroad)	29,	37,	6,	27.30
Anna T. Carleson	All that part of the South-east ¼ of the South-east ¼ South of Railroad	29,	37,	6,	9.30
Henry W. Leman	North-west ¼ of South-west ¼	22,	37,	6,	40
Henry W. Leman	South-west ¼ of South-west ¼	22,	37,	6,	40
Edgar D. Crumpacker and Charles Crumpacker	North-east ¼ of South-west ¼	22,	37,	6,	40
E. D. and Charles Crumpacker	South-east ¼ of South-west ¼	22,	37,	6,	40
Charles Crumpacker	North-west ¼ of South-east ¼	22,	37,	6,	40

		Sec.	Twp.	Range.	A's.
Charles Crumpacker	19 acres off of West side of South-west ¼ of South-east ¼	22,	37,	6,	19
Oscar W. Peterson	21 acres off of East side of South-west ¼ of South-east ¼	22,	37,	6,	21
Theander Peterson	South-east ¼ of South-east ¼	22,	37,	6,	40
Charles Crumpacker and E. T. Davis.	North-east ¼ of South-east ¼	22,	37,	6,	40
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Knickerbocker Ice Co.	South-west ¼ of South-west ¼	25,	37,	7,	40
Knickerbocker Ice Co.	South-east ¼ of South-west ¼	25,	37,	7,	40
Knickerbocker Ice Co.	South-west ¼ of South-east ¼	25,	37,	7,	40
Knickerbocker Ice Co.	South-east ¼ of South-east ¼	25,	37,	7,	40
Knickerbocker Ice Co.	North-east ¼ of South-east ¼	25,	37,	7,	40
Knickerbocker Ice Co.	North-west ¼ of South-east ¼	25,	37,	7,	6.68
Knickerbocker Ice Co.	That part of Lot 1 in North East ¼ of North-east ¼	25,	37,	7,	40
Knickerbocker Ice Co.	South-east ¼ of North-east ¼, being a part of Lot 1	25,	37,	7,	33.42
Knickerbocker Ice Co.	Lot 2 in Northeast ¼	25,	37,	7,	10
Knickerbocker Ice Co.	West 10 acres of Lot 1	25,	37,	7,	40
Francis A. Ogden	South-east ¼ of North-west ¼, being South 40 acres of Lot 3	25,	37,	7,	20.78
Francis A. Ogden	Fraction of North-east ¼ of North-west ¼, being the North 20.78 acres of Lot 3	25,	37,	7,	5
Lizzie M. Johnson	East 5 acres of Lot 4	25,	37,	7,	5
Dan H. Martin	West 5 acres of East 10 acres of Lot 4	25,	37,	7,	5
Abigal T. Grant	West 5 acres of East 15 acres of Lot 4	25,	37,	7,	5
Eliza W. Bowman	West 5 acres of East 20 acres of Lot 4	25,	37,	7,	5

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Catherine H. Young and Elisha T. Davis	East 8.77 acres of West 18.77 acres of Lot 4	25,	37,	7,	8.77
Frank B. Parks	East 10 acres of West 28.77 acres of Lot 4	25,	37,	7,	10
Chicago, Indiana & Southern Railroad Co	Right of way of Chicago, Indiana & Southern Railway Co., through	25,	37,	7,	..
Chicago, Indiana & Southern Railroad Co	Right of way of Chicago, Indiana & Southern Railroad Co., through	30,	37,	6,	..
Chicago, Indiana & Southern Railroad Co	Right of way of Chicago, Indiana & Southern Railroad Co., through	35,	37,	7,	..
Chicago, Indiana & Southern Railroad Co	Right of way of Chicago, Indiana & Southern Railroad Co., through	36,	37,	7	..
Lake Shore & Michigan Southern Railway Co	Right of way of Lake Shore and Michigan Southern Railway Co., through	28,	37,	6,	..
Lake Shore & Michigan Southern Railway Co	Right of way of Lake Shore and Michigan Southern Railway Co., through	25,	37,	7	..
Lake Shore & Michigan Southern Railway Co	Right of way of Lake Shore and Michigan Southern Railway Co.	29,	37,	6,	..
Lake Shore & Michigan Southern Railway Co	Right of way of Lake Shore and Michigan Southern Railway Co	30,	37,	6,	..
Lake Shore & Michigan Southern Railway Co	Right of way of Lake Shore and Michigan Southern Railway Co.	31,	37,	6,	..
Lake Shore & Michigan Southern Railway Co	Right of way of Lake Shore and Michigan Southern Railway Co	33,	37,	6,	..
		34,	37,	6,	..

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136		Sec.	Twp.	Range.	A's.
Lake Shore & Michigan Southern Railway Co	Right of way of Lake Shore and Michigan Southern Railway Co., through	35,	37,	7,	
Lake Shore & Michigan Southern Railway Co	Right of way of Lake Shore and Michigan Southern Railway Co., through	36,	37,	7,	
Baltimore & Ohio Railroad Co	Right of way of Baltimore and Ohio Railroad Co., through	3,	36,	7,	
Baltimore and Ohio Railroad Co.	Right of way of Baltimore and Ohio Railroad Co., through	10,	36,	7,	
Wabash Railroad Co.	Right of way of Wabash Railroad Co., through	3,	36,	7,	
Chicago, Lake Shore and South Bend Railroad Company	Right of way of Chicago, Lake Shore and South Bend Railroad Co., through	3,	36,	7,	
Chicago, Lake Shore and South Bend Railroad Company	Right of way of Chicago, Lake Shore and South Bend Railroad Co., through	34,	37,	7,	
Chicago, Lake Shore and South Bend Railroad Company	Right of way of Chicago, Lake Shore and South Bend Railroad Co., through	35,	37,	7,	
Chicago, Lake Shore and South Bend Railroad Company	Right of way of Chicago, Lake Shore and South Bend Railroad Co., through	36,	37,	7,	
Chicago, Lake Shore and South Bend Railroad Company	Right of way of Chicago, Lake Shore and South Bend Railroad Co., through	31,	37,	6,	
Chicago, Lake Shore and South Bend Railroad Company	Right of way of Chicago, Lake Shore and South Bend Railroad Co., through	32,	37,	6,	

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Wabash Railroad Company.....	Right of way of Wabash Railroad Co., through....	10,	36,	7,
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Chicago, Lake Shore and South Bend Railroad Company.....	Right of way of Chicago, Lake Shore and South Bend Railroad Co., through.....	28,	37,	6,
Chicago, Lake Shore and South Bend Railroad Company.....	Right of way of Chicago, Lake Shore and South Bend Railroad Co., through.....	27,	37,	6,
Chicago, Lake Shore and South Bend Railroad Company.....	Right of way of Chicago, Lake Shore and South Bend Railroad Co., through.....	26,	37,	6,
To Clarence E. Fifield, as Township Trustee of Portage Township....	Highway in Portage Township through.....	3,	36,	7,
To Clarence E. Fifield, as Township Trustee of Portage Township....	Highway in Portage Township, through.....	31,	37,	6,
To Clarence E. Fifield, as Township Trustee of Portage Township....	Highway in Portage Township through.....	35,	37,	7,
To Clarence E. Fifield, as Township Trustee of Portage Township....	Highway, known on road map as Road No. 208, in Portage Township, through.....	36,	37,	7,
To Clarence E. Fifield, as Township Trustee of Portage Township....	Highway in Portage Township through part of South ½ of.....	31,	37,	6
To Clarence E. Fifield, as Township Trustee of Portage Township....	Highway, known on road map as Road No. 2, in Portage Township, through.....	6,	36,	6,
To Clarence E. Fifield, as Township Trustee of Portage Township....	Highway, in Portage Township, through.....	10,	36,	7,

		Sec.	Twp.	Range.	A's.
To Clarence E. Fifield, as Township Trustee of Portage Township....	Highway, known on road map as Road No. 21, in Portage Township, through North-west ¼ of....	11,	36,	7,	
To Clarence E. Fifield, as Township Trustee of Portage Township....	Highway, in Portage Township, through.....	3,	36,	7,	
To Clarence E. Fifield, as Township Trustee of Portage Township....	Highway, in Portage Township, through North ¾ of.....	10,	36,	7,	
To Clarence E. Fifield, as Township Trustee of Portage Township....	Highway, known on road map as Road No. 98, in Portage Township, through South ½ of South ½ of	34,	37,	7,	
To Clarence E. Fifield, as Township Trustee of Portage Township....	Highway, in Portage Township, through East ½ of.	31,	37,	6,	
To Par A. Johnson, as Township Trustee of West Chester Township.	Highway, in West Chester Township, through.....	27,	37,	6,	
To Par A. Johnson, as Township Trustee of West Chester Township.	Highway, in West Chester Township, through.....	28,	37,	6,	
To Par A. Johnson, as Township Trustee of West Chester Township.	Highway, known on road map as Road No. 1, in West Chester Township, through.....	32,	37,	6,	
To Par A. Johnson, as Township Trustee of West Chester Township.	Highway, Road No. 4, on Section line between Section 32 and Section 33, Township 37, Range 6, and on Section line between North ½ of Section 5, and North ½ of Section 4, Township 36, Range 6, in West Chester Township.....	..	..	..	..

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To Par A. Johnson, as Township Trustee of West Chester Township.	Highway, Road No. 133, on Section line between Section 32, Township 37, Range 6, and Section 5, Township 36, Range 6, in West Chester Township.	..	..	..	..
To Par A. Johnson, as Township Trustee of West Chester Township.	Highway, Road No. 134, through North West ¼ and North ½ of South West ¼ of Section 5, Township 36, Range 6, in West Chester Township.....	..	..	..	..
To Par A. Johnson, as Township Trustee of West Chester Township.	Highway, Road No. 50, through South ½ of Section 33, Township 37, Range 6, in West Chester Township.....	..	..	..	..
To Par A. Johnson, as Township Trustee of West Chester Township.	Highway, Road No. 64, on Section line between Section 33 and Section 34 (South of Indian Boundary line), Township 37, Range 6, in West Chester Township.....	..	..	..	..
To Par A. Johnson, as Township Trustee of West Chester Township.	Highway, Road No. 6, on North and South center line of South ½ of Section 27, Township 37, Range 6, in West Chester Township.....				
To Par A. Johnson, as Township Trustee of West Chester Township.	Highway, on Section line between Section 27 and Section 26, Township 37, range 6, in West Chester Township.....	..	..	..	..
Knickerboker Ice Co.....	South-west ¼ of South-west ¼.....	30,	37,	6,	
Knickerboker Ice Co.....	North-west ¼ of South-west ¼.....	30,	37,	6,	
Knickerboker Ice Co.....	South-west ¼ of North-west ¼.....	30,	37,	6,	
Knickerboker Ice Co.....	Fractional North-west ¼ of North-west ¼.....	30,	37,	6,	

* * * * * * *

249 & 250 And petitioners now tender bond for costs signed by Susan Clough and the Tolleston Club of Chicago and with A. M. Turner as surety thereon, which bond is examined and approved by the court and the same is filed and is in these words:

STATE OF INDIANA,
Porter County, ss:

Porter Circuit Court. October Term, 1908.

No. 764.

In the Matter of THE CALUMET DITCH.

Undertaking.

We, the undersigned, our Executors, Administrators, and Assigns, bind ourselves, jointly and severally, unto the State of Indiana, to pay all the expenses in the event the Court shall fail to establish said proposed drain, in the above entitled cause.

Witness our hands this 23rd day of July, A. D. 1908.

SUSAN CLOUGH,
By R. W. BURNS, *Her Agent and Atty. in Fact.*
THE TOLLESTON CLUB OF CHICAGO,
By FREDERICK ULLMAN, *President.*

Attest: [SEAL]
JOHN B. DRAKE, *Secretary.*
A. M. TURNER, *Surety.*

Approved October 13th, 1908.
W. C. M'MAHAN, *Judge.*

* * * * * * *

Petition Ordered Docketed.

251 & 252 It is therefore ordered by the Court that the said petition be, and the same is hereby docketed, and that the same placed on the docket of this Court as an action and petition pending therein.

* * * * * * *

253 And comes also the Chicago, Indiana and Southern Railroad Company, by its Attorney, John B. Peterson and enters its appearance herein and files demurrer and objection to the petition herein, which demurrer and objection is in these words:

STATE OF INDIANA,
Porter County:

In the Porter Circuit Court, October Term, 1908.

In the Matter of THE CALUMET DITCH.

Demurrer and Objection of the C., I. & S. R. R. Co.

The Chicago, Indiana & Southern Railroad Company demurs and objects to the petition in this cause upon each of the following separate grounds:

First. For the reason and upon the grounds that said petition does not state facts sufficient to constitute a sufficient petition in a drainage proceeding.

Second. That the lands that will be effected by said proposed drainage are not described in forty-acre tracts.

254–356 Third. That all of the lands that will be effected by said drainage are not described in said petition.

JOHN B. PETERSON,
Att. for said Chicago, Indiana & Southern Railway Company.

And comes also the Lake Shore and Michigan Southern Railway Company by its attorney John B. Peterson and enters its appearance herein, and files demurrer and objection to the petition herein in these words:

STATE OF INDIANA,
Porter County:

In the Porter Circuit Court. October Term, 1908.

In the Matter of THE CALUMET DITCH.

Demurrer and Objection of L. S. & M. S. Ry. Co.

The Lake Shore and Michigan Southern Railway Company demurs and objects to the petition in this cause upon each one of the following grounds separately:

First. For the reason that said petition does not state facts sufficient to constitute a sufficient petition in a drainage proceeding.

Second. For the reason that all of the real estate that will be effected by said proceedings is not specifically described in Forty acre tracts.

Third. For the reason that all of the lands that will be effected by said proceeding and ditch is not described in said petition.

Fourth. For the reason and upon the ground that the names of all of the land owners whose lands will be effected by said proceedings and ditch are not given in said petition.

JOHN B. PETERSON,
Atty. for the Lake Shore & Michigan Central Railroad Company.

* * * * * * *

357 *Petition Referred to Drainage Com'rs.*

And the remonstrators herein not amounting to two thirds of the number of resident land owners named in the petition herein, this petition is now referred to the drainage commissioners and A. P. Melton, a freeholder of Lake County, Indiana, the same being one of the Counties through which said proposed ditch will extend is appointed a third commissioner to act with the regular drainage commissioners of Porter County heretofore appointed, and it is further ordered that said Melton shall take an oath to faith-
358–364 fully perform his duties as such commissioner before entering thereon.

And it is further ordered by the Court that all of said drainage commissioners meet on the 13th day of November, 1908, at the office of the County Surveyor in Porter County, Indiana, and qualify, and that they report their doings to this court on or before December 31st, 1908.

* * * * * * *

365–833 In the Matter of THE CALUMET DITCH.

No. 764.

Filing of Com'rs' Report.

Come again the petitioners, by counsel, and come also the drainage Commissioners to whom was referred the above entitled petition for report and now file their report herein showing the assessment of benefits and damages, which report is in the following words and figures:

* * * * * * *

834–841 *Hon. Henry A. Steis Appointed Special Judge.*

No. 764.

In the Matter of THE CALUMET DITCH.

Come again the parties to this matter, and it appearing that the regular Judge is related to some of the interested parties herein, he challenges himself, and appoints Hon. Henry A. Steis, a competent and disinterested attorney of the State of Indiana, as Special Judge to try this cause, which appointment said Steis accepts, and as Special Judge is now duly sworn in open Court, his appointment and oath being in writing, and in these words:

In the Porter Circuit Court, Porter County, Indiana, October Term, 1909.

No. 764.

In the Matter of THE CALUMET DITCH.

I, Willis C. McMahan, Judge of said Court, being related to some of the parties who are assessed challenges himself and appoints Henry A. Steis Special Judge thereof in said cause.

W. C. McMAHAN,
Judge Porter Circuit Court.

October 26th, 1909.

Oath of Special Judge.

STATE OF INDIANA,
County of Porter, sct:

I, Henry A. Steis, do solemnly swear that I will support the Constitution of the United States and of the State of Indiana, and that I will honestly, faithfully and impartially discharge my duties as special Judge of the Porter Circuit Court in case of In the Matter of the Calumet Ditch; So help me God.

HENRY A. STEIS.

Subscribed and sworn to this 26th day of October, 1909, before me.

C. S. PEIRCE,
Clerk Porter Circuit Court.

* * * * * * *

842 STATE OF INDIANA,
Porter County, ss:

In the Porter Circuit Court, October Term, 1909.

No. 764.

In the Matter of THE CALUMET DITCH.

Comes now the remonstrators the Lake Shore & Michigan Southern Railroad Company, Chicago, Indiana & Southern Railroad Company, Michigan Central Railroad Company, George Earle, William K. Vanderbilt, Peter Crumpacker, and Baltimore & Ohio Railroad Company, Lake County, Indiana, and Ernestine Dietrich, and each separately and severally moves the Court to dismiss this cause
843 for the following reasons, to wit:

L. S. & M. S. Ry. Co. et al. Move to Dismiss Cause.

For the reason that it conclusively appears from the evidence of the plaintiff and from the report of the drainage Commissioners in the above entitled cause that the greater length of the proposed drain is situated in the County of Lake and State of Indiana, and this proceeding was instituted and is being carried on in the Circuit Court of the County of Porter and State of Indiana.

JOHN B. PETERSON,
J. FRANK MEEKER,
CRUMPACKER & CRUMPACKER,
C. B. TINKHAM,
L. L. BOMBERGER &
W. H. DOWDELL,
Att'ys for Above Named Remonstrants.

* * * * * * *

843½ And afterwards to-wit: On Friday October 29th, 1909, the same being the 17th judicial day of the regular October Term, 1909, of said Court, the following further proceedings were by said Court had in said cause and entered of record, to-wit:

Filing of Motion to Refer Back Petition to Commissioners for a New Report.

No. 764.

In the Matter of THE CALUMET DITCH.

Come again the parties to this matter, and petitioners file motion for an order of this court referring the report of the commissioners herein back to said commissioners with order to file new report, which motion, is in the following words:

(See next page.)

844 STATE OF INDIANA,
County of Porter, ss:

Porter Circuit Court, October Term, 1909.

In the Matter of THE CALUMET DITCH.

Motion by Petitioners for an Order to Refer the Report Back to the Commissioners for a New Report.

The petitioners, in the above entitled cause, by their attorneys, Randall W. Burns and Frank B. Pattee, respectfully represent that by the description contained in the petition filed in this cause that

the greatest length of the proposed work of constructing the ditch petitioned for is located in Porter County, Indiana; that the petitioners at the time of filing said petition believed and have at all times since believed and are now of the opinion and belief, and these affiants as their attorneys of record represent that they have at all times and do now entertain the belief and opinion that the drainage proceedings herein petitioned for should have its greatest length of the proposed work located within Porter County in the State of Indiana; that neither the petitioners nor any of them nor their attorneys nor either of them were instrumental in getting the Commissioners of Drainage to extend the Gary arm described in drainage report from the course of the main ditch to the west, as the same is set
845 forth in said report or in any manner; that said Drainage Commissioners reported said Gary arm and lateral to said drainage proceedings independently of any action or request of the Petitioners or their attorneys or either or any of them; that the Petitioners are of the opinion and so are their attorneys that said drainage will be practicable and can be constructed without having said Gary arm part of said drainage system.

Wherefore, the Petitioners respectfully move the Court to refer said matter back to the Drainage Commissioners and order a new report.

RANDALL W. BURNS,
FRANK B. PATTEE,
Attorneys for Petitioners.

Subscribed and sworn to before me, the undersigned, Clerk of the Porter Circuit Court, this 29th day of October, 1909.

C. S. PEIRCE,
Clerk of the Porter Circuit Court.

846 & 847 *Affidavits of Stinchfield and Melton in Support of Motion to Refer Back.*

STATE OF INDIANA,
County of Porter, ss:

Guy F. Stinchfield and A. P. Melton being sworn deposes as follows:

That said Stinchfield is County Surveyor of Porter County and ex officio Drainage Commissioner in this cause and that A. P. Melton is also one of the Drainage Commissioners in this cause; that we and each of us represent and show to the Court that the work proposed by the petition in this proceeding can be constructed and established and will be practicable and will be of less expense in the aggregate than the amount of benefits that will accrue therefrom if said drainage is ordered constructed without the Gary arm being a part thereof, and that be leaving off said arm the greatest length of the proposed work will then be in Porter County, Indiana; that Commissioners are ready and willing to make a new report and eliminate

therefrom the said Gary arm and lateral contained in the report now on file; that the facts above stated are true.

GUY F. STINCHFIELD,
A. P. MELTON,
Commissioners.

Subscribed and sworn before me, the undersigned Clerk this 29th day of October, 1909.

C. S. PEIRCE,
Clerk of the Porter Circuit Court.

848 *Several Notices to Dismiss Overruled.*

The separate motions of remonstrators North Township, Lake County, Indiana, Hobart Township, Lake County, Indiana, Aetna Powder Company, John Brennock, Frederick Givinger, Lenora Hart, Margaret M. Hunt, Lake Shore and Michigan Southern Railroad Company, Chicago and Indiana Southern Railroad Company, George Earle, William K. Vanderbilt, Michigan Central Railroad Company, Peter Crumpacker, Ernestine Deitrich, Baltimore and Ohio Railroad Company, Lake County, Indiana, Calumet Civil Township, Lake County, Indiana and Westchester Civil Township, Porter County, to dismiss this matter are each and all overruled by the Court, to which ruling of the Court each and all of said remonstrators separately except, and said motion to dismiss, the rulings of the Court thereon and the separate exceptions as to the ruling on each motion are made a part of the record in this cause without any bill of exceptions and are in these words: See pages 841, 842, & 843 for motions referred to above.

849 *Motion for New Report Sustained. Remonstrators Except.*

And the motion of the petitioners to refer the report of the Commissioners herein back to said Commissioners is now sustained by the Court and the report of the drainage Commissioners herein is referred back to the same drainage Commissioners for a new report, and said Commissioners are ordered to meet at the County Surveyor's office in Porter County, Indiana on November 6th, 1909 and proceed to perform the duties required of them, by law, and that they report their doings to this Court on the second day of the December Term, 1909 of this Court, the same being December 21st, 1909.

And to the ruling of the Court on petitioner's motion to refer the report of the Commissioners back to the Commissioners and to the order of the Court referring said report back to the Commissioners the said remonstrators North Township, Lake County, Indiana, Hobart Township, Lake County, Indiana, Aetna Powder Company, John Brennock, Frederick Divinger, Lenora Hart, Margaret M. Hart, Lake Shore and Michigan Southern Railroad Company, Chicago and Indiana Southern Railroad Company, George Earle, William

K. Vanderbilt, Michigan Central Railroad Company, Ernestine Deitrich, Peter Crumpacker, Baltimore and Ohio Railroad Company, Lake County, Indiana, Calumet Township, Lake County, Indiana, *Calumet Township, Lake County, Indiana,* Weschester Township, Porter County, Indiana, each separately object and except and ask for and are given time to file special bill of exceptions until the time of the filing of the general bill of exceptions.

And remonstrators move to tax all costs of the present term of this court to the petitioners.

(Signed) HENRY A. STEIS,
Special Judge.

850 And afterwards to-wit:—On Tuesday December 21st, 1909, the same being the 2nd judicial day of the regular December Term, 1909 of said Court, the following further proceedings were by said Court had in said cause and entered of record, to-wit;

Drainage Com'rs Show New Report.

No. 764.

In the Matter of THE CALUMET DITCH.

Come now A. P. Melton, Thomas Wilson and G. F. Stinchfield, the Commissioners to whom *was* referred the petition for drainage herein for report and now show report showing assessment of benefits and damages, which report is in these words:

(See next page, and pages following, for second report of Drainage Commissioners.)

851 STATE OF INDIANA,
County of Porter, ss:

In the Porter Circuit Court, December Term, 1909.

No. 764.

In the Matter of THE CALUMET DITCH.

Commissioner's Report.

To the Honorable Porter Circuit Court:

We, Guy Stinchfield, Surveyor of Porter County and ex-officio drainage commissioner, Thomas Wilson, county Drainage commissioner of Porter County, and A. P. Melton, drainage commisisoner specially appointed by the Court in this cause, respectfully represent that we met at the time and place directed in the order of court and proceeded with the discharge of our duties, after being duly sworn and qualified so to do.

We further represent that we made personal inspection of all the lands, rights of way of railroads and electric railway lines, easements, franchises, streets, alleys and public highways described in the petition, and all other lands and all other property interests whatsoever likely to be affected by the drainage herein proposed.

We further represent that the drainage proposed will be practicable; that when accomplished it will improve the public health; be of public utility; that it will benefit a large number of public highways, streets and alleys, and successfully drain and re-claim vast areas of waste and overflowed lands; that the cost, damages, and expenses of effecting said drainage will be less than the benefits to the
852 owners of the lands likely to be benefited by the proposed drainage.

We further represent that we have determined definitely the best and cheapest method of drainage, the termini and route, location and character of the proposed work and fixed the same by metes and bounds, courses and distances and description, including grades and bench marks, including all necessary arms, estimated the cost thereof, divided the drain into sections of not more than one hundred feet in length, and have computed and set out the number of cubic yards of excavation in each section, assessed the benefits and the damages to each separate tract and parcel of land to be affected thereby, and all other property interests to be affected thereby including easements held by railroads and electric railways and other corporations, streets and alleys of cities and towns, and all other rights and easements either injuriously or beneficial affected in our report of drainage herein.

We further represent that in locating the line of drainage herein we found it necessary to vary from the line described in the petition and have fixed the beginning course and outlet so as to secure the best results.

We further represent that in the following pages of this report we have set forth in minute detail all matters pertaining to the construction of said drainage, together with detailed plans, specifications, profiles and maps; also a list of lands and other interests to be affected definitely described, together with the names of the respective owners and the assessments of benefits and damages.

We further represent that the total cost, including damages
853 and expenses of effecting the drainage, exclusive of court costs and attorney fees, will be the sum of Two Hundred Ninety Thousand ($290,000.00) Dollars and that the total benefits to the owners of lands likely to be benefited by the proposed drainage, will exceed the assessed benefits and be the sum of ($6,000,-000.00) Dollars.

We further report that we have estimated the benefits and injuries to the several tracts of land and other properties and interests which will be affected by the work, as follows:

(Signed) GUY F. STINCHFIELD,
" THOS. J. WILSON,
" A. P. MELTON,
Drainage Commissioners.

854 A portion of the Chicago-Tolleston Land and Investment Company's Oak Park Addition to Tolleston, as marked and laid down upon the recorded plat thereof in the Recorder's Office of Lake County, Indiana, in Plat Book No. 2, Page 35, located in Section 15, Township 36 North, Range 8 West, in Lake County, Indiana, will be benefited, and the names of the lot owners and lots in said Oak Park Addition so benefited are respectively as follows:

(Each and every lot in Blocks 11, 12, 13, 14, 15, 16 and 17 in the Subdivision aforesaid, hereafter described, is assessed at the rate of $5.00 per lot, separately; and each and every lot hereafter described in Blocks 18, 19, 20, 21, 22, 23, 24, 24*a*, 25, 26, 27, 28, 29, 30 and 31 of said Subdivision aforesaid are assessed at the rate of $10.00 per lot separately).

No.	Owners.	Lots.	Block.	Benefited.
1.	Lela Ulrich	1, 26, 28	11	$15.00
2.	Steel City Realty Co., Harold E. Hammond & A. F. Knotts	2, 34	11	$10.00
3.	Calumet Land Co.	3, 12, 13, 14, 15, 16, 25, 29, 35, 36, 37, 40, 41, 42	11	$70.00
4.	Christian H. P. Hanson and Esther E. Porter	4 to 8, inc.	11	$25.00
5.	Henrietta J. Randall	9, 10, 11	11	$15.00
6.	Henrietta J. Randall and Evva C. Bryan	17	11	$5.00
7.	Louis A. and Evva C. Bryan & The Calumet Land Co.	18, 19, 20	11	$15.00
8.	Herman G. Redwauz	21, 22	11	$10.00
855				
9.	Emil Moeschke, Esther E. Porter & A. F. Knotts.	23	11	$5.00
10.	Frank Klink, Esther E. Porter and A. F. Knotts.	24	11	$5.00
11.	Lela Ulrich and Evva C. Bryan	27, 32	11	$10.00
12.	Evva C. Bryan	30, 31	11	$10.00
13.	Harold E. Hammond, Steel City Realty Co., A. F. Knots, and Evva C. Bryan	33, 38, 39	11	$15.00

A Portion of the Chicago-Tolleston Land and Investment Company's Oak Park Addition to Tolleston.

No.	Owners.	Lots.	Block.	Benefited.
14.	Walter S. Ross, A. F. Knotts and Evva C. Bryan.	43	11	$5.00
15.	Emilie Hieronymus	1, 2	12	$10.00
16.	Evva C. Bryan	3 to 7, 14 to 18, 21 to 44, 47, 48	12	$180.00
17.	Mina J. Campbell and Evva C. Bryan	8	12	$5.00
18.	Clear Title Land Co. and Evva C. Bryan	9 to 12	12	$20.00
19.	Elijah Anderson and Evva C. Bryan	13	12	$5.00

20.	Louisa Pettelkow and Evva C. Bryan	19, 20	12	$10.00
21.	Charles R. Jacobs and Evva C. Bryan	45, 46	12	$10.00
22.	Harry E. Ackerburg	1 to 4 Inc.	13	$20.00
23.	Richard J. Maloney	5	13	$5.00
24.	Henrietta J. Randall and Evva C. Bryan	6	13	$5.00
25.	Henrietta J. Randall	7, 10, 16, 42	13	$20.00

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No.	Owners.	Lots.	Block.	Benefited.
26.	John and Helena Mruczkowski	8, 9, 17, 18	13	$20.00
27.	Calumet Land Co.	11, 29, 30, 45, to 48 Inc.	13	$35.00
28.	Jacob Cohen and A. F. Knotts	12	13	$5.00
29.	Charles Detrich	13, 14, 15	13	$15.00
30.	Herman and George Fry and Esther E. Porter	19	13	$5.00
31.	Frank N. Gavit	20	13	$5.00
32.	Zara C. Peck	21 to 24 Inc.	13	$20.00
33.	Frank N. Gavit	25 to 28 Inc.	13	$20.00
34.	Harold E. Hammond, Steel City Realty Co., and A. F. Knotts	31, 32, 35, 36	13	$20.00
35.	Lena Flansberg	33, 34	13	$10.00
36.	Isabel C. Gray and Evva C. Bryan	37, 38, 39	13	$15.00
37.	Augie Kirtland	40, 41	13	$10.00
38.	H-rold Lee and Evva C. Bryan	43	13	$5.00
39.	Harold Lee	44	13	$5.00
40.	Timothy O'Shea and Esther E. Porter	1 to 4 Inc. and 10 to 13 Inc.	14	$40.00
41.	Henrietta J. Randall and Evva C. Bryan	5, 6, 45	14	$15.00
42.	Fannie A. Dolby	7, 8, 9	14	$15.00
43.	Henrietta J. Randall	14, 15, 16	14	$15.00
44.	Calumet Land Co.	17, 18, 19, 20, 21, 23 to 30 Inc.	14	$65.00

45.	Chester Farmer	22	14	$5.00
46.	Mike Keserick	31	14	$5.00
47.	Morris C. Reiner and Evva C. Bryan	32	14	$5.00

857 A portion of the Chicago-Tolleston Land and Investment Company's Oak Park Addition to Tolleston.

No.	Owners.	Lots.	Block.	Benefited.
48.	Rosie Cohen	33	14	$5.00
49.	Mayme A. Whalen and Evva C. Bryan	34 to 37 Inc.	14	$20.00
50.	Mayme A. Whalen	38	14	$5.00
51.	Harold E. Hammond, Steel City Realty Co., A. F. Knotts and Evva C. Bryan	39 to 42 Inc. and 44	14	$50.00
52.	Harold E. Hammond, Steel City Realty Co., and A. F. Knotts	43	14	$5.00
53.	Andy H. McHuron	46, 47, 48	14	$15.00
54.	Lucien B. McHuron	1, 2, 3	15	$15.00
55.	Martha W. Simpson	4, 5	15	$10.00
56.	Mary A. H. Simpson	6, 7	15	$10.00
57.	Angie Kirtland	8	15	$5.00
58.	Henry P. Bulkley	9 to 13 Inc.	15	$25.00
59.	Isabel C. Gray and Evva C. Bryan	14	15	$5.00
60.	Charles Detrich	15 to 22 Inc.	15	$40.00
61.	Frederick G. Weseling	23 to 27 Inc.	15	$25.00
62.	Evva C. Bryan	28, 30, 32, 33, 34, 36 to 39 Inc. 41 to 44 Inc.	15	$65.00
63.	Calumet Land Co.	29, 31, 35, 40, 46, 47, 48	15	$35.00
64.	Harry S. and Geo. C. Vernon	45	15	$5.00
65.	Earnest Hecker	1, 2, 6	16	$15.00
66.	Benjamin Raefel and A. F. Knotts	3	16	$5.00
67.	Calumet Land Co.	4, 26, 32	16	$15.00

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A portion of the Chicago-Tolleston Land and Investment Company's Oak Park Addition to Tolleston.

No.	Owners.	Lots.	Block.	Benefited.
68.	K. and L. Pestine, Esther E. Porter, and A. F. Knotts	5	16	$5.00
69.	William Hackett	7, 8	16	$10.00
70.	Annie Johnson, Esther E. Porter, and A. F. Knotts	9	16	$5.00
71.	Calumet Land Co., and A. F. Knotts	10, 21, 22	16	$15.00
72.	Evva C. Bryan and A. F. Knotts and Evva C. Bryan	11	16	$5.00
73.	Anna Gordon and Evva C. Bryan	12	16	$5.00
74.	Simon Klaper and Esther E. Porter	13	16	$5.00
75.	Julius Buescher and A. F. Knotts	14	16	$5.00
76.	C. V. Patterson and A. F. Knotts	15	16	$5.00
77.	Isabel C. Gray	16	17	$10.00
78.	Clear Title Land Co.	18, 27, 30	16	$15.00
79.	Sam Sigel	19, 20	16	$10.00
80.	A. Segalowsky Esther E. Porter and A. F. Knotts	23, 24	16	$10.00
81.	Frances A. Peck	25	16	$5.00
82.	John Csontos	28	16	$5.00
83.	Steve Leugvel	29	16	$5.00
84.	Andy Proonal	31	16	$5.00
85.	Alice Regan	33, 34	16	$10.00
86.	Mary Regan	35 to 38 Inc	16	$20.00
87.	Evva C. Bryan	39, 41	16	$10.00

859 A portion of the Chicago-Tolleston Land and Investment Company's Oak Park Addition to Tolleston.

No.	Owners.	Lots.	Block.	Benefited.
88.	Calumet Land Co	40, 42, to 46 Inc	16	$30.00
89.	Abraham Cohen	47	16	$5.00
(90.)	(Out.)			
91.	John C. Bowers and A. F. Knotts	3, 4	17	$10.00
92.	Isabel C. Gray	5, 6, 8	17	$15.00
93.	L. E. Cornmeyer	7	17	$5.00
94.	Philip Scharf	9	17	$5.00
95.	Evva C. Bryan	10, 11, 14, 15, 17	17	$25.00
96.	Calumet Land Co	12, 13, 16, 26 to 33 Inc. 36, 37, 41 to 45 Inc.	17	$95.00
97.	Elias Sallman	18, 19	17	$10.00
98.	Clear Title Land Co	20, 21	17	$10.00
99.	Charles H. Perrine	22, 23	17	$10.00
100.	Frederick Kronke and Esther E Porter and A. F. Knotts	24	17	$5.00
101.	John Keseric and A. F. Knotts	25	17	$5.00
102.	Frank N. Gavit	34	17	$5.00
103.	Frank N. Gavit	35	17	$5.00
104.	Louis Dern	38, 39, 40	17	$15.00
(105)	(Out.)			
106.	Sallman Dworman	1, 2	18	$20.00
107.	Frank Boguslawsky, Esther E. Porter, T. E. Knotts	3	18	$10.00
108.	Peter P. Breen, Esther E. Porter, Thos. E. Knotts	4, 5	18	$20.00
109.	Joseph A. Traxl, Esther E. Porter, Thos. E. Knotts	6	18	$10.00
110.	Calumet Land Co	7 to 10 Inc. 13 to 17 Inc. 20, 21, 22, 33 to 40 Inc. 46	18	$210.00

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860 A portion of the Chicago-Tolleston Land and Investment Company's Oak Park Addition to Tolleston.

No.	Owners.	Lots.	Block.	Benefited.
111.	Jake Jacobson and Thos. E. Knotts	11, 12	18	$20.00
112.	Sophrona I. Carnes and Thos. E. Knotts	18	18	$10.00
113.	Anna E. Carnes, and Thomas E. Knotts	19	18	$10.00
114.	Patrick G. O'Hara	23, 24	18	$20.00
115.	Louis A. and Evva C. Bryan, and Eunice A. Youche	25, 26	18	$20.00
116.	Andrew Joseph O'Connell	27 to 32 Inc.	18	$60.00
117.	Margaret Barrett	41, 42	18	$20.00
118.	John J. Hennessey	43, 44, 45	18	$30.00
119.	Charles Hannifin	47, 48	18	$20.00
120.	Jacob Wolf and Esther E. Porter	1 to 4 Inc.	19	$40.00
121.	Calumet Land Co	5, 23, 27, 28	19	$40.00
122.	Henrietta J. Randall and Thos. E. Knotts	6 to 14 Inc.	19	$90.00
123.	Morris G. Reiner	15	19	$10.00
124.	Benjamin Jacobson	16, 17	19	$20.00
125.	Max Cross and Esther E. Porter	18, 19	19	$20.00
126.	Frank J. Gavit	20	19	$10.00
127.	Louis A. and Evva C. Bryan	21	19	$10.00
128.	Maria Louisa Fliermans and Thos. E. Knotts	22	19	$10.00
129.	Clear Title Land Co	24, 31, to 34 Inc. 37, 38	19	$70.00
130.	Harold E. Hammond, Steel City Reality Co., and Thos. E. Knotts	25, 39 to 44 Inc.	19	$70.00

861 A portion of the Chicago-Tolleston Land and Investment Company's Oak Park Addition to Tolleston.

No.	Owners.	Lots.	Block.	Benefited.
131.	C. W. Kjelliam, and Esther E. Porter, and A. F. Knotts	26	19	$10.00
132.	Louis Rosenfeldt, and Esther E. Porter, and A. F. Knotts	29, 30	19	$20.00
133.	Gustave Ruffer	35, 36	19	$20.00
134.	Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts, and Evva C. Bryan	45, 46	19	$20.00
135.	Joseph Nickel, Esther E. Porter, and Thomas E. Knotts	47, 48	19	$20.00
136.	John P. Bowers, Calumet Land Co., and Thos. E. Knotts	1	20	$10.00
137.	Clear Title Land Co	2, 25, 29	20	$30.00
138.	Henriette J. Randall, Thos. E. Knotts, and Evva C. Bryan	3	20	$10.00
139.	Calumet Land Co	4, 5, 9, 10, 11, 14, 17, 18, 31, 33, 42, 45 to 48 Inc	20	$150.00
140.	Henriette J. Randall and Thos. E. Knotts	6, 7, 8, 12, 13, 19	20	$60.00
140½	John R. and Mollie Ghoston	32	20	$10.00
141.	S. Myra Land	15, 16	20	$20.00
142.	Frank N. Gavit	20, 30, 34, 35	20	$40.00
143.	Charles Erickson, Esther E. Porter, and Thos. E. Knotts	21, 22	20	$20.00
144.	Clear Title Land Co., and Evva C. Bryan	23, 24, 28	20	$30.00
145.	John O. Bowers, Calumet Land Co., and Evva C. Bryan	26	20	$10.00

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No.	Owners.	Lots.	Block.	Benefited.
146.	Trugett C. Wendell	27	20	$10.00
147.	Harold E. Hammond, Steel City Realty Co., and Thos. E. Knotts	36 to 41 Inc. 44	20	$70.00
148.	Morris Frank Childs	43	20	$10.00
149.	Calumet Land Co., and Barney Cohen	1, 2	21	$20.00
150.	Henrietta J. Randall and Thos. E. Knotts	3, 6, 11, 17, 22	21	$50.00
151.	E. W. Heiss & Co	4, 5	21	$20.00
152.	David Martin	7, 8	21	$20.00
153.	William Berry, William H. McClaren, and Thos. E. Knotts	9, 10	21	$20.00
154.	William F. and Mary Zorn and Eunice A. Youchel	12, 13	21	$20.00
155.	Henrietta J. Randall	14	21	$10.00
156.	Annie Peterson and A. F. Knotts	15	21	$10.00
157.	Charles Peterson and Eunice A. Youche	16	21	$10.00
158.	Adolph Kueckerberg	18 to 21 Inc.	21	$40.00
159.	Elizabeth Roberts	23, 24	21	$20.00
160.	Frank Vogt	25, 26	21	$20.00
161.	Frank N. Gavit	27 to 31 Inc. 34	21	$60.00
162.	Calumet Land Co	32, 33	21	$20.00
163.	Harold E. Hammond, Steel City Realty Co., and Thos. E. Knotts	35 to 39 Inc. 45	21	$60.00
164.	Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts and Evva C. Bryan	46	21	$10.00

863 A portion of the Chicago-Tolleston Land and Investment Company's Oak Park Addition to Tolleston.

No.	Owners.	Lots.	Block.	Benefited.
165.	Fred W. Spelz, Calumet Land Co. and Eunice A. Youche	40 to 44 Inc	21	$50.00
166.	Clear Title Land Co. and Evva C. Bryan	47, 48	21	$20.00
167.	Calumet Land Co	1, 5, 16, 17, 18, 28, 29, 30	22	$80.00
168.	Chicago-Tolleston Land & Investment Company	2	22	$10.00
169.	Mary Snyder	3, 4	22	$20.00
170.	Anda H. and Lucien B. McHuron	6	22	$10.00
171.	Louis Dern	7, 8	22	$20.00
172.	August Klebba	9	22	$10.00
173.	Henrietta J. Randall and Thomas E. Knotts	10, 20, 31, 32, 33	22	$50.00
174.	Leo Ungar	11, 12	22	$20.00
175.	Clear Title Land Co	13, 14	22	$20.00
176.	Ed. H. Jones	15	22	$10.00
177.	Henrietta J. Randall	19	22	$10.00
178.	Calumet Land Co. and Thos. E. Knotts	21 to 24 Inc	22	$40.00
179.	William H. Briscoe and Thomas E. Knotts	25, 26	22	$20.00
180.	William H. Briscoe	27	22	$10.00
181.	Lela Ulrich and Thomas E. Knotts	34 to 38 Inc	22	$50.00
182.	Frank N. Gavit	39	22	$10.00
183.	Harold E. Hammond, Steel City Realty Co. and Thos. E. Knotts	40, 43 to 48 Inc	22	$70.00
184.	Frank N. Gavit	41	22	$10.00
185.	Frank N. Gavit	42	22	$10.00

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863½ A portion of the Chicago-Tolleston Land and Investment Company's Oak Park Addition to Tolleston.

No.	Owners.	Lots.	Block.	Benefited.
186.	F. J. Renollet	1, 2	23	$20.00
187.	Emma Smith	3, 4	23	$20.00
188.	Henrietta J. Randall and Thos. E. Knotts	5 to 9 Inc., 14	23	$60.00
189.	Chicago-Tolleston Land and Investment Co. and Eunice A. Youche	10, 11	23	$20.00
190.	Calumet Land Co	19 to 29 Inc., 34	23	$120.00
191.	Eugene H. Hill	12	23	$10.00
192.	Henrietta J. Randall	13	23	$10.00
193.	Ishmael Miller	15	23	$10.00
194.	Frank N. Gavit	31	23	$10.00
195.	Frank N. Gavit	16, 17, 18, 30, 32, 33	23	$60.00
196.	Calumet Land Co. and Eunice A. Youche	35, 36, 37	23	$30.00
197.	Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts	38 to 44 Inc	23	$70.00
198.	George B. and Elizabeth Barber	45, 46	23	$20.00
200.	Calumet Land Co. and Frank Kelchhouser	47, 48	23	$20.00
201.	Henrietta J. Randall, Thomas E. Knotts and Evva C. Bryan	1, 2, 6, 11, 12	24	$50.00
202.	Albertine Ruehle	3, 4, 5, 10	24	$40.00
203.	Alfaretta Young	7	24	$10.00
204.	George P. Young	8	24	$10.00
205.	Christoph Stanch	9	24	$10.00
206.	Calumet Land Co	13, 28	24	$20.00
207.	Calumet Land Co. and Evva C. Bryan	14	24	$10.00

864 A portion of the Chicago-Tolleston Land and Investment Company's Oak Park Addition to Tolleston.

No.	Owners.	Lots.	Block.	Benefited.
208.	Ludwig Glatter	24 to 27 Inc	24	$40.00
209.	Lela Ulrich and Thomas E. Knotts	29	24	$10.00
210.	William Modena	30	24	$10.00
211.	Lela Ulrich and Thomas E. Knotts and Eva C. Bryan	31, 32, 33	24	$30.00
212.	Harold E. Hammond, Steel City Realty Co. and Thomas E. Knotts	34	24	$10.00
213.	Harold E. Hammond, Steel City Realty Co., Evva C. Bryan and Thomas E. Knotts	35, 42, B. C.	24	$40.00
214.	Abraham Cohen and Esther E. Porter	A	24	$10.00
215.	Lela Ulrich, Thomas E. Knotts and Evva C. Bryan	1	24A	$10.00
216.	Henrietta J. Randall, Thomas E. Knotts and Evva C. Bryan	2	24A	$10.00
217.	Henrietta J. Randall and Thomas E. Knotts	3 to 6 Inc., 25	24A	$50.00
218.	Lela Ulrich and Thomas E. Knotts	7, 8, 28, 29, 30	24A	$50.00
219.	Walter S. Ross and Thomas E. Knotts	9, 24	24A	$20.00
220.	Harriet B. Hubbard	26	24A	$10.00
221.	Elizabeth E. Hubbard	27	24A	$10.00
222.	Harold E. Hammond, Steel City Realty Co. and Thomas E. Knotts	31 to 35 Inc	24A	$50.00
223.	Walter S. Ross, Thomas E. Knotts and Evva C. Bryan	48	24A	$10.00
224.	Mary E. Hayes	1, 2	25	$20.00

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864½ A portion of the Chicago-Tolleston Land and Investment Company's Oak Park Addition to Tolleston.

No.	Owners.	Lots.	Block.	Benefited.
225.	Henrietta J. Randall and Thomas E. Knotts..	3 to 7 Inc., 9, 11 to 14 Inc. 20, 21....	25	$220.00
226.	Calumet Land Co.....	8, 10, 16, 17.....	25	$40.00
227.	L. Higgins.....	15	25	$10.00
228.	Adolph Kern and A. F. Knotts.....	18, 19.....	25	$20.00
229.	Lela Ulrich and Thomas E. Knotts.....	22	25	$10.00
230.	Frank N. Gavit.....	23, 25, 26, 28, 33, 34.....	25	$60.00
231.	Frank N. Gavit.....	27, 29 to 32 Inc.....	25	$50.00
232.	Harold E. Hammond, Steel City Realty Co., Thomas E. Knotts and Evva C. Bryan....	24, 35, 36, 38, 39, 42, 43, 45 to 48 Inc.	25	$110.00
233.	Harold E. Hammond, Steel City Realty Co. and Thomas E. Knotts.....	37, 44.....	25	$20.00
234.	Calumet Land Co. and Everard A. Kellogg....	40, 41.....	25	$20.00
235.	John C. Bengal.....	1, 2, 3.....	26	$30.00
236.	Charles H. Perrine.....	4	26	$10.00
237.	Henrietta J. Randall and Thomas E. Knotts..	5 to 8 Inc., 10, 12, 34.....	26	$70.00
238.	Henrietta J. Randall, Evva C. Bryan, Thomas E. Knotts.....	9, 11, 13, 14.....	26	$40.00
239.	Lela Ulrich, Thomas E. Knotts and Evva C. Bryan	15	26	$10.00
240.	Lela Ulrich and Thomas E. Knotts.....	16 to 20 Inc., 24, 25.....	26	$70.00

865 A portion of the Chicago-Tolleston Land and Investment Company's Oak Park Addition to Tolleston.

No.	Owners.	Lots.	Block.	Benefited.
241.	Calumet Land Co.	21, 22, 23	26	$30.00
242.	Harold E. Hammond, Steel City Realty Co. and Thomas E. Knotts	26 to 29 Inc.	26	$40.00
243.	Harold E. Hammond, Steel City Realty Co., Thomas E. Knotts and Evva C. Bryan	30, 31, 32	26	$30.00
244.	Walter S. Ross, Thomas E. Knotts, and Evva C. Bryan	33	26	$10.00
245.	Evva C. Bryan	1 to 38 inclusive, 41 to 48 inclusive	27	$460.00
246.	Helena Gartner, and Evva C. Bryan	39, 40	27	$20.00
247.	Evva C. Bryan	1 to 44 inclusive	28	$440.00
248.	Elizabeth A. Hamilton	45	28	$10.00
249.	Fanny A. Dickinson	46	28	$10.00
250.	Edward A. Welch, and Evva C. Bryan	47, 48	28	$20.00
251.	Calumet Land Co., and Evva C. Bryan	1, 18 to 24 inclusive	29	$80.00
252.	Herman and George Fry, and Esther E. Porter	2	29	$10.00
253.	Henrietta J. Randall, Thomas E. Knotts and Evva C. Bryan	3, 4, 9, 17	29	$40.00
254.	Calumet Land Co.	5, 6, 7, 8, 34 to 42 inclusive, 45	29	$150.00
255.	Clear Title Land Co.	10, 11, 12	29	$30.00
256.	Harold E. Hammond, Steel City Realty Co., and Thomas E. Knotts	13	29	$10.00

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No.	Owners.	Lots.	Block.	Benefited.
257.	Harold E. Hammond, Steel City Realty Co., Thomas E. Knotts, and Evva C. Bryan	14, 15, 16	29	$30.00
258.	Elizabeth McGrath	25, 26	29	$20.00
259.	Carrie S. Moshier	27 to 32 inclusive	29	$60.00
260.	Otto J. Bruce	33	29	$10.00
261.	Frank Bormann	43, 44	29	$20.00
262.	Katie McLeod, and Thomas E. Knotts	47	29	$10.00
263.	John W. Moore, and Thomas E. Knotts	47, 48	29	$20.00
264.	Mary Collins	1, 2	30	$20.00
265.	Emil Rau	3	30	$10.00
266.	Calumet Land Co	4, 11, 16, 18, 19	30	$50.00
267.	Ida J. Hunt and A. F. Knotts	5, 6, 22, 23	30	$40.00
268.	Calumet Land Co., and Evva C. Bryan	7 to 10 inclusive, 12 to 15 inclusive, 17, 20, 21	30	$110.00
269.	Calumet Land Co	1, 2, 4, 9, 14	31	$50.00
270.	Calumet Land Co., and Evva C. Bryan	3, 5 to 8 inclusive, 10 to 13, inclusive, 15, 16	31	$110.00
271.	Calumet Land Co., and Evva C. Bryan	1, 2, 4 to 10 inclusive	32	$90.00
272.	Calumet Land Co	3	32	$10.00
273.	Calumet Land Co., and Evva C. Bryan	1, 2	33	$20.00
274.	Calumet Land Co	3	33	$10.00
277.	Calumet Land Co	A	A	$20.00

867 A portion of the Chicago-Tolleston Land and Investment Company's Oak Park Addition to Tolleston.

No.	Owners.	Lots.	Block.	Benefited.
278.	Harold E. Hammond, Steel City Realty Co., and A. F. Knotts	B	B	$5.00
279.	Harold E. Hammond, Steel City Realty Co., and A. F. Knotts	B	C	$5.00
280.	Harold E. Hammond, Steel City Realty Co., A. F. Knotts	C, D	D	$10.00
281.	Lela Ulrich	A	C	$5.00
283.	Henrietta J. Randall	A, B	D	$10.00

A portion of the Chicago-Tolleston Land and Investment Company's Second Oak Park Addition to Tolleston, as marked and laid down upon the record plat thereof in the Recorder's office *of* Lake County, Indiana, in plat book No. 2, page 36, located in Section 16, Township 36 North, Range 8 West, in Lake County, Indiana, will be benefited, and the names of the lot owners and the lots in said Chicago-Tolleston Land and Investment Company's Second Oak Park Addition so benefited, are respectively as follows:

Each and every lot in the Sub-division aforementioned, hereafter described, is assessed at $10.00 per lot separately,

No.	Owners.	Lots.	Block.	Benefited.
284.	Joseph Pavelin	1, 2	42	$20.00
285.	John Pauliukas	3, 4, 6	42	$30.00
286.	John Pauliukas	5	42	$10.00
287.	John Pauliukas and Evva C. Bryan	7, 42, 43	42	$30.00

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868 A portion of the Chicago-Tolleston Land and Investment Company's Second Oak Park Addition to Tolleston.

No.	Owners.	Lots.	Block.	Benefited.
288.	Elsie Jane Reed	8, 9	42	$20.00
289.	Henrietta J. Randall and Evva C. Bryan	10	42	$10.00
290.	Mayme A. Whalen and Evva C. Bryan	11, 12, 14, 15, 16	42	$50.00
291.	Mayme A. Whalen	13	42	$10.00
292.	Clear Title Land Co., and Evva C. Bryan	17	42	$10.00
293.	James E. Bose	18	42	$10.00
294.	James E. Bose and Evva C. Bryan	19	42	$10.00
295.	Gustavus S. Widholm and Evva C. Bryan	20	42	$10.00
296.	Charles A. Bose and Evva C. Bryan	21	42	$10.00
297.	Myron D. LeRoy and Evva C. Bryan	22	42	$10.00
298.	William A. Endley	23	42	$10.00
299.	Charles and Paulina Rau, and Calumet Land Co.	24	42	$10.00
300.	Harold E. Hammond, Steel City Realty Co., and Thos. E. Knotts	25	42	$10.00
301.	Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts and Evva C. Bryan	27, 29 to 32, 34 to 37	42	$90.00
302.	Phillip F. Hazard	38	42	$10.00
303.	Calumet Land Company	39, 40	42	$20.00
304.	Anton Kulieszius and Evva C. Bryan	41	42	$10.00
305.	Waslav Andruls and Evva C. Bryan	44, 46	42	$20.00
306.	Waslav Andruls	45	42	$10.00

869 A portion of the Chicago-Tolleston Land and Investment Company's Second Oak Park Addition to Tolleston.

No.	Owners.	Lots.	Block.	Benefited.
307.	Evva C. Bryan and Calumet Land Company	47, 48	42	$20.00
308.	Calumet Land Company	1, 2, 3, 4	43	$40.00
309.	Harold E. Hammond, Steel City Realty Co., and Thos. E. Knotts	6, 25, 27, 28, 29	43	$40.00
310.	Harold E. Hammond, Steel City Realty Co., and Thomas E. Knotts, and Evva C. Bryan	5, 7, 10, 11, 26, 30, 31, 32	43	$80.00
311.	Susan Muller	8, 9	43	$20.00
312.	Clara J. Harrison and Evva C. Bryan	12, 14, 15, 16	43	$40.00
313.	Clara J. Harrison	13	43	$10.00
314.	Teresa L. Malone and Evva C. Bryan	17	43	$10.00
315.	Teresa L. Malone	18	43	$10.00
316.	Clarence Moore and Evva C. Bryan	19, 20	43	$20.00
317.	Alfred Harlan Moore and Evva C. Bryan	21, 22	43	$20.00
318.	Alfred Harlan Moore	23, 24	43	$20.00
319.	Viola E. Cripe	33	43	$10.00
320.	Olga P. Widholm and Evva C. Bryan	34, 35	43	$20.00
321.	Milo B. Slick and Evva C. Bryan	36	43	$10.00
322.	Rose McBride and Evva C. Bryan	37	43	$10.00
323.	Christopher Dromgoola	38	43	$10.00
324.	Lillie B. Johnson and Evva C. Bryan	39	43	$10.00
325.	Gustavus S. Widholm, and Evva C. Bryan	40, 41	43	$20.00
326.	Louis Mekatinsky, and Evva C. Bryan	42, 44	43	$20.00

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870 A portion of the Chicago-Tolleston Land and Investment Company's Second Oak Park Addition to Tolleston.

No.	Owners.	Lots.	Block.	Benefited.
327.	Louis Mekatinsky	43, 45, 46	43	$30.00
328.	Evva C. Bryan and Calumet Land Company	47, 48	43	$20.00
329.	Calumet Land Company	1, 2, 4, 5, 11, 12, 13, 15, 19, 21, 33	44	$110.00
330.	R. M. Trentzch	3	44	$10.00
331.	Henrietta J. Randall and Evva C. Bryan	6	44	$10.00
332.	E. C. Martin	7	44	$10.00
333.	Calumet Land Company and Thomas E. Knotts	8	44	$10.00
334.	Morris G. Reiner and Evva C. Bryan	9	44	$10.00
335.	Ada E. Swartz and Evva C. Bryan	10	44	$10.00
336.	Lela Ulrich and Evva C. Bryan	14	44	$10.00
337.	Nellie M. Fraker	16, 17, 23, 24	44	$40.00
338.	Nellie M. Fraker and Evva C. Bryan	22	44	$10.00
339.	Michael McGuire, Esther E. Porter and Thomas E. Knotts	18, 20	44	$20.00
340.	Kate O'Conner	25, 26	44	$20.00
341.	Frank F. Fraker	27, 28, 29, 32, 36	44	$50.00
342.	Frank F. Fraker and Evva C. Bryan	30, 31, 35, 37	44	$40.00
343.	Evva C. Bryan and Calumet Land Company	34, 47, 48	44	$30.00
344.	Harold E. Hammond, Steel City Realty Co. and Thos. E. Knotts and Evva C. Bryan	38, 39, 42 to 45, inclusive	44	$70.00
345.	Harold E. Hammond, Steel City Realty Co. and Thomas E. Knotts	41, 46	44	$20.00

871 A portion of the Chicago-Tolleston Land and Investment Company's Second Oak Park Addition to Tolleston.

No.	Owners.	Lots.	Block.	Benefited.
346.	Calumet Land Company	1, 9 to 15 inclusive, both,—18, 21, 22, 25, 26, 29, 34, 39, 44	45	$160.00
347.	George C. Harrington	2	45	$10.00
348.	Henry E. Beaubien	3, 4, 6, 7, 8	45	$50.00
349.	Catherine H. Frederickson	5	45	$10.00
350.	Claude W. Allman	16	45	$10.00
351.	Alex Csutoros	17	45	$10.00
352.	Bertha Mekatinsky	19	45	$10.00
353.	Louis Mekatinsky	20	45	$10.00
354.	Calumet Land Co. and Barney Cohen	23, 24	45	$20.00
355.	Evva C. Bryan and Calumet Land Co	27, 28, 30 to 33, inclusive, 35 to 38, inclusive, 40 to 43 inclusive, 45, 46	45	$120.00
356.	Calumet Land Co	1, 2, 3, 5, 6, 7, 8, 9, 15 to 25 inclusive, 28, 41, 47, 48	46	$230.00
357.	Stamas A. Melas	11, 12	46	$20.00
358.	Calumet Land Co. and Thomas E. Knotts	4	46	$10.00
359.	Louisa A. Edgerton and Esther E. Porter	13, 14	46	$20.00
360.	Evva C. Bryan and Calumet Land Co	26, 27, 32, 33, 36, 40, 42, 43, 44	46	$90.00
361.	Katherine Dunn Hastings and Thomas E. Knotts	29	46	$10.00
369.	Delia Dunn and Thos. E. Knotts	30, 31	46	$20.00
370.	Lena Erickson	34, 35	46	$20.00

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872 A portion of the Chicago-Tolleston Land and Investment Company's Second Oak Park Addition to Tolleston.

No.	Owners.	Lots.	Block.	Benefited.
371.	Philip C. Emrich	37, 38, 39	46	$30.00
372.	Laura A. Lewis	45, 46	46	$20.00
373.	Henry Carrell	1, 2	47	$20.00
374.	Mary A. Hadley	3	47	$10.00
375.	Josie A. Nolan	4	47	$10.00
376.	Calumet Land Co. and Thos. E. Knotts	5, 6	47	$20.00
377.	Evva C. Bryan	7	47	$10.00
378.	Frank F. Fraker	8, 28, 48	47	$30.00
379.	Frank F. Fraker and Evva C. Bryan	9, 10, 25, 26, 29, 30	47	$60.00
380.	Harold E. Hammond, Steel City Realty Co. Thos. E. Knotts and Evva C. Bryan	11, 12, 14 to 17 inclusive, 19 to 22 inclusive, 24	47	$110.00
381.	Harold E. Hammond, Steel City Realty Co. and Thomas E. Knotts	13, 18, 23	47	$30.00
382.	Virginia Ferguson and Evva C. Bryan	27	47	$10.00
383.	Henrietta J. Randall and Evva C. Bryan	31, 32, 34	47	$30.00
384.	Henrietta J. Randall	33	47	$10.00
385.	Clear Title Land Company	35, 36, 37, 39 to 43 inclusive, 44, 45, 43	47	$100.00
386.	Lela Ulrich and Thomas E. Knotts	38	47	$10.00
387.	Olie M. Goldstead and Evva C. Bryan	46	47	$10.00
388.	Morris G. Reiner and Evva C. Bryan	47	47	$10.00
389.	Evva C. Bryan and Calumet Land Company	1, 2	48	$20.00

873 A portion of the Chicago-Tolleston Land and Investment Company's Second Oak Park Addition to Tolleston.

No.	Owners.	Lots.	Block.	Benefited.
390.	Morris G. Reiner and Evva C. Bryan	3	48	$10.00
391.	Frank N. Gavit	4, 6, 7, 8, 9, 11, 25	48	$70.00
392.	Frank N. Gavit	5, 10, 26, 28, 12 to 16 inclusive	48	$90.00
393.	Henrietta J. Randall and Evva C. Bryan	17	48	$10.00
395.	Frank F. Fraker and Evva C. Bryan	18, 19, 21 to 24, inclusive	48	$60.00
396.	Frank F. Fraker	20	48	$10.00
397.	Walter S. Ross and Thomas E. Knotts and Evva C. Bryan	27	48	$10.00
398.	Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts and Evva C. Bryan	29, 30, 32, 33, 36, 37, 38, 43 to 46, inclusive	48	$110.00
399.	Harold E. Hammond, Steel City Realty Co. and Thomas E. Knotts	31, 48	48	$20.00
400.	Benjamin C. Cook, Esther E. Porter and A. F. Knotts	34, 35, 39, 40, 41	48	$50.00
401.	John W. Kamm and Esther E. Porter	42	48	$10.00
402.	Calumet Land Company	47	48	$10.00
403.	Mathew McBride and Evva C. Bryan	1	49	$10.00
404.	John F. Gannon and Evva C. Bryan	2, 3	49	$20.00
405.	John Downs and Evva C. Bryan	4	49	$10.00
406.	Lela Ulrich	5, 12	49	$20.00
407.	Lela Ulrich and Evva C. Bryan	6 to 9, inclusive, 13 to 16 inclusive	49	$80.00

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874 A portion of the Chicago-Tolleston Land and Investment Company's Second Oak Park Addition to Tolleston.

No.	Owners.	Lots.	Block.	Benefited.
408.	Mary Dunn Harry, and Thos. E. Knotts.....	10, 11	49	$20.00
409.	Harold E. Hammond, Steel City Realty Co., and Thomas E. Knotts	17, 22, 29	49	$30.00
410.	Harold E. Hammond, Steel City Realty Co., and Thos. E. Knotts and Evva C. Bryan.....	18 to 21 inclusive, 25 to 28 inclusive, 30, 33, 34	49	$110.00
411.	Edith L. Hill	23	49	$10.00
412.	David L. Hill	24	49	$10.00
413.	Calumet Land Co., and Eunice A. Youche.....	31, 32	49	$20.00
414.	Henrietta J. Randall	36, 41	49	$20.00
415.	Henrietta J. Randall, and Evva C. Bryan.....	35, 37 to 40 inclusive, 42, to 45, inclusive	49	$100.00
416.	Alfred Batty	46	49	$10.00
417.	Charles W. Batty, and Evva C. Bryan.....	47, 48	49	$20.00
418.	Calumet Land Co., and Evva C. Bryan.....	1, 2, 4 to 7, inclusive, 9 to 12, inclusive, 14 to 17 inclusive, 20 to 23 inclusive, 25, 26, 34, 35, 37, 38, 44, 45, 47, 48	50	$280.00
419.	Calumet Land Company.....	3, 8, 13, 18, 24, 36, 39 to 43, inclusive, 46	50	$120.00
420.	Evva C. Bryan, and Calumet Land Company....	19	50	$10.00
421.	Calumet Land Company, and E. A. Youche....	27, 28	50	$10.00
422.	Henrietta J. Randall, and T. E. Knotts, and Evva C. Bryan	29	50	$10.00

875 A portion of the Chicago-Tolleston Land and Investment Company's Second Oak Park Addition to Tolleston.

No.	Owners.	Lots.	Block.	Benefited.
423.	Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts, and Evva C. Bryan	30	50	$10.00
424.	Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts	31	50	$10.00
425.	Lela Ulrich, Thos. E. Knotts, and Evva C. Bryan	32, 33	50	$20.00
426.	Calumet Land Co	3, 8, 9, 14, 20, 25, 28, to 31, inclusive, 34, 39, 44	51	$130.00
427.	Calumet Land Co., and Evva C. Bryan	1, 2, 4 to 7 inclusive, 11, 12, 13, 15, 16, 18, 19, 21 to 24, inclusive, 26, 27, 32, 33, 35, to 38 inclusive, 40 to 43 inclusive, 45 to 48 inclusive	51	$330.00
428.	Lena M. J. Fischer	10	51	$10.00
429.	Thomas Burns, Esther E. Porter, Thos. E. Knotts, and Evva C. Bryan	17	51	$10.00
430.	Calumet Land Company	1, 14, 19, 24, 29, 34, 36, 37, 42, 43, 48	52	$110.00
431.	Calumet Land Company, and Evva C. Bryan	2, 5, 6, 13, 15, to 18, inclusive, 20 to 23, inclusive, 25 to 28 inclusive, 30 to 33 inclusive, 35, 38, 39, 40, 44, to 47, inclusive	52	$280.00
432.	John and Auguste Persiehl and Eunice A. Youche	3, 4	52	$20.00
433.	Johannes and Maria Fay	7, 8	52	$20.00
434.	Wilhelm and Elizabeth Fay	9, 10	52	$20.00

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876 A portion of the Chicago-Tolleston Land and Investment Company's Second Oak Park Addition to Tolleston.

No.	Owners.	Lots.	Block.	Benefited.
435.	Christian and Elizabeth Fay	11, 12	52	$20.00
436.	Andrew Olson and Calmuet Land Company, and Evva C. Bryan	41	52	$10.00
437.	Otto Matthias and Evva C. Bryan	1, 2	53	$20.00
439.	Louis H. Fisher, Trustee	3, 4	53	$20.00
440.	Calumet Land Co., and Evva C. Bryan	6, 11, 12, 19, 20, 22, 25, 26, 27, 33, to 36 inclusive, 38 to 41 inclusive, 43 to 46 inclusive, 48	53	$220.00
441.	Calumet Land Company	5, 9, 10, 21, 23, 24, 28, 29, 30, 31, 32, 37, 42, 47	53	$140.00
442.	Max J. Schmidt, and Louis Bernstein	7, 8	53	$20.00
443.	Calumet Land Co., and Thomas E. Knotts	13, 14, 16	53	$30.00
444.	Calumet Land Co., and Thos. E. Knotts, and Evva C. Bryan	15, 17, 18	53	$30.00
445.	Peter M. and Julia Bender, and Evva C. Bryan	1, 2	54	$20.00
446.	Henrietta J. Randall and Thomas E. Knotts	3, 5, 6, 37, 42	54	$50.00
447.	Henrietta J. Randall and Thos. E. Knotts and Evva C. Bryan	4, 38, to 41 inclusive, and 43	54	$60.00
448.	Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts, and Evva C. Bryan	7, 8, 44, 49, 51	54	$50.00
449.	Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts	9, 47, 48, 52	54	$40.00
450.	Herbert E. Graham	10 to 13, inclusive	54	$40.00

877 A portion of the Chicago-Tolleston Land and Investment Company's Second Oak Park Addition to Tolleston.

No.	Owners.	Lots.	Block.	Benefited.
451.	William Delicath	14 to 17 inclusive	54	$40.00
452.	George Winter	18	54	$10.00
453.	Andrew Jos. O'Connell	19, 20, 24	54	$30.00
454.	Esther E. Porter and Josephine Guderjahn	21, 22	54	$20.00
455.	Lela Ulrich and Thos. E. Knotts, and Evva C. Bryan	23, 29, 30, 31, 33 to 36, inclusive	54	$80.00
456.	Lela Ulrich and Thos. E. Knotts	32	54	$10.00
457.	Calumet Land Company	25, 26, 45, 46	54	$40.00
458.	John and Agnes McArthur, and Thomas E. Knotts	27, 28	54	$20.00
459.	Andrew Johnson, and Esther E. Porter	50	54	$10.00
460.	Henrietta J. Randall, Thomas E. Knotts and Evva C. Bryan	1, 2, 3, 4, 10, 11, 12, 13, 18, 19, 20, 21, 26	55	$130.00
461.	Henrietta J. Randall and Thomas E. Knotts	9, 15	55	$20.00
462.	Calumet Land Company	5, 6, 7, 8, 14, 17, 46, 47	55	$80.00
463.	David C. Atkinson	16	55	$10.00
464.	Lela Ulrich and Thomas E. Knotts	22, 27, 32	55	$30.00
465.	Lela Ulrich, Thos. E. Knotts, and Evva C. Bryan	23, 24, 25, 28, 29, 30, 31, 33, 34, 35, 36	55	$110.00
466.	Harold E. Hammond, Steel City Realty Co., and Thos. E. Knotts	39 to 45 inclusive, 37, and 52	55	$90.00
467.	Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts, and Evva C. Bryan	38, 48, 49, 51	55	$40.00
468.	Richard H. Hennig	50	55	$10.00

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A portion of the Chicago-Tolleston Land and Investment Company's Second Oak Park Addition.

No.	Owners.	Lots.	Block.	Benefited.
469.	Ann Jane Duffy and Eunice A. Youche.....	1, 2.....	56	$20.00
470.	Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts, and Evva S. Bryan.....	3 to 6, inclusive, 8 to 11 inclusive, 50, 51.....	56	$100.00
471.	Harold E. Hammond, Steel City Realty Co., Thomas E. Knotts.....	7, 12, 52.....	56	$30.00
472.	Herbert E. Graham.....	13, 14.....	56	$20.00
473.	Calumet Land Co., and Eunice A. Youche....	15 to 18 inclusive.....	56	$40.00
474.	Calumet Land Company.....	19, 20, 23, 25, 26.....	56	$50.00
475.	Calumet Land Company, and Evva C. Bryan...	49	56	$10.00
476.	David C. Atkinson.....	21, 22.....	56	$20.00
477.	Albert C. Hucins, Jr.....	24	56	$10.00
478.	William Berry, Esther E. Porter, and Thomas E. Knotts.....	27, 28.....	56	$20.00
479.	Lela Ulrich, Thomas E. Knotts, and Evva C. Bryan	29 to 32 inclusive, 34 to 37 inclusive	56	$80.00
480.	Lela Ulrich, and Thomas E. Knotts.....	33, 38.....	56	$20.00
489.	Henrietta J. Randall, and Thos. E. Knotts, and Evva C. Bryan.....	39 to 41 inclusive, 45, 47.....	56	$50.00
490.	Henrietta J. Randall, and Thos. E. Knotts.....	42, 46.....	56	$20.00
491.	Henrietta J. Randall.....	43, 44.....	56	$20.00
492.	Louis A. and Evva C. Bryan.....	48	56	$10.00
493.	Henrietta J. Randall, Thomas E. Knotts, and Evva C. Bryan.....	1 to 4 inclusive, 14, 17, 18, 19.....	57	$80.00

879 A portion of the Chicago-Tolleston Land and Investment Company's Second Oak Park Addition to Tolleston.

No.	Owners.	Lots.	Block.	Benefited.
494.	Henrietta J. Randall and Thos. E. Knotts....	7, 12, 13.....	57	$30.00
495.	Clara E. Crain.....	5, 6.....	57	$20.00
496.	Frank M. Swaim, Esther E. Porter and Thos. E. Knotts.....	8, 9.....	57	$20.00
497.	Dollie Coleman.....	10, 11.....	57	$20.00
498.	Charles E. West & Eunice A. Youche.....	15, 16.....	57	$20.00
499.	Calumet Land Co. & Thos. E. Knotts.....	20	57	$10.00
500.	Calumet Land Co. & A. F. Knotts.....	21, 22.....	57	$20.00
501.	Harold E. Hammond, Steel City Realty Co., & Thos. E. Knotts & Eva C. Bryan.....	23 to 26 inclusive, 28 to 30, inclusive, 33, 34, 35.....	57	$100.00
502.	Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts.....	31	57	$10.00
503.	Lela Ulrich and Thos. E. Knotts	27, 39, 46.....	57	$30.00
504.	Lela Ulrich and Thos. E. Knotts, and Eva C. Bryan	36, 40, to 43 Inc., 47, 48, 49, 51.....	57	$90.00
505.	Walter S. Ross and Thos. E. Knotts.....	32	57	$10.00
507.	Louis A. Bryan.....	37	57	$10.00
508.	Calumet Land Co.....	38, 44, 45, 52.....	57	$40.00
509.	Mrs. A. S. Davis.....	50	57	$10.00
510.	Calumet Land Co. and Eva C. Bryan.....	1, 2, 23, 24, 47, 48.....	60	$60.00
511.	Steel City Realty Co., Calumet Land Co., Harold E. Hammond & E. C. Bryan.....	3, 4.....	60	$20.00
512.	Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts.....	5, 42.....	60	$20.00

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879½ A portion of the Chicago-Tolleston Land and Investment Company's Second Oak Park Addition to Tolleston.

No.	Owners.	Lots.	Block.	Benefited.
513.	Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts & Eva C. Bryan	6, 7, 8, 39, 40, 41, 43 to 46 Inc.	60	$100.00
514.	L. M. Greenlaw & Eva C. Bryan	9, 11 to 14, inc.	60	$50.00
515.	L. M. Greenlaw	10	60	$10.00
516.	Clarence Moore	15	60	$10.00
517.	Clarence Moore & Evva C. Bryan	16	60	$10.00
518.	Clara J. Harrison & Evva C. Bryan	17 to 19 inc.	60	$30.00
519.	Clara J. Harrison	20	60	$10.00
520.	Henrietta J. Randall, and Thos. E. Knotts and Eva C. Bryan	21, 22	60	$20.00
521.	Clear Title Land Co., and Evva C. Bryan	25, 26, 28	60	$30.00
523*a*.	Clear Title Land Co	27	60	$10.00
523*b*.	Frank N. Gavit	29 to 38, inc.	60	$10.00
525.	Calumet Land Co.	1 to 4, inc., 34 to 37	61	$80.00
526.	Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts and Evva C. Bryan	5, 6, 7, 9 to 12 Inc., 14, 15, 16	61	$100.00
527.	Harold E. Hammond, Steel City Realty Co., and Thos. E. Knotts	8, 13.	61	$20.00
528.	Henrietta J. Randall, Thos. E. Knotts and Evva C. Bryan	17, 19 to 21, inc., 23, 41, 43, 45, 46..	61	$90.00
529.	Henrietta J. Randall and Thos. E. Knotts	18, 24, 44	61	$30.00

880 A portion of the Chicago-Tolleston Land and Investment Company's Second Oak Park Addition to Tolleston.

No.	Owners.	Lots.	Block.	Benefited.
530.	Henry Martin	22	61	$10.00
531.	Clear Title Land Co., and Evva C. Bryan	25, 26	61	$20.00
532.	Lela Ulrich	29	61	$10.00
533.	Frank N. Gavit	27, 28, 30 to 33, inc. 38, 39, 40	61	$90.00
534.	Albert Green	42	61	$10.00
535.	Calumet Land Co. & Evva C. Bryan	47, 48	61	$20.00
536.	Calumet Land Co.	1	62	$10.00
537.	Calumet Land Co., & Evva C. Bryan	2	62	$10.00
538.	Frank N. Gavit	3	62	$10.00
539.	Frank N. Gavit	4, 5, 6, 8, 9	62	$50.00
540.	Lela Ulrich	7	62	$10.00
541.	Henrietta J. Randall, Thos. E. Knotts & Evva C. Bryan	10, 11, 15, 16, 17	62	$50.00
542.	Henrietta J. Randall, and Thos. E. Knotts	12, 13, 14	62	$30.00
543.	Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts & Evva C. Bryan	18, 20 to 23, Inc.	62	$50.00
544.	Harold E. Hammond, Steel City Realty Co., and Thos. E. Knotts	19, 24	62	$20.00
545.	Calumet Land Co.	1, 2	63	$40.00
546.	Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts, and Evva C. Bryan	3 to 6, inc., 8, 9	63	$60.00
547.	Harold E. Hammond, Steel City Realty Co., and Thos. E. Knotts	7	63	$10.00
548.	Frank N. Gavit	10, 11, 13 to 16, Inc.	63	$60.00

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880½ A portion of the Chicago-Tolleston Land and Investment Company's Second Oak Park Addition to Tolleston.

No.	Owners.	Lots.	Block.	Benefited.
549.	Lela Ulrich	12	63	$10.00
550.	Henrietta J. Randall and Thos. E. Knotts	17, 22	63	$20.00
551.	Henrietta J. Randall, Thos. E. Knotts and Evva Knotts, Evva C. Bryan	18 to 21, inc., 23, 24	63	$60.00
553.	Evva C. Bryan and Thompson & Osborn	1 to 48, inc	54	$480.00
554.	Evva C. Bryan and Thompson & Osborn	1 to 48, inc	65	$480.00
555.	Frank N. Gavit	1 to 46, inc	66	$460.00
556.	Frank N. Gavit and A. F. Knotts	47, 48	66	$20.00
557.	Frank N. Gavit	1 to 48, Inc. *Inc*	67	$480.00
558.	Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts and Evva C. Bryan	1 to 4, incl., 6, 7, 8, 11 to 14, incl. I & J	68	$130.00
559.	Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts	5, 10, 15	68	$30.00
560.	Calumet Land Co. and Evva C. Bryan	9	68	$10.00
561.	Lela Ulrich, Thos. E. Knotts and Evva C. Bryan	16 to 19 incl., 21 to 24, incl., 26 to 29, incl	68	$120.00
562.	Lela Ulrich and Thos. E. Knotts	20, 25, 30	68	$30.00
563.	Henrietta J. Randall, Thos. E. Knotts and Evva C. Bryan	31 to 34, inc., 36 to 39, inc., 41 to 44, inc., G, H	68	$140.00
564.	Henrietta J. Randall and Thos. E. Knotts	35, 40	68	$20.00
565.	Lela Ulrich and Thos. E. Knotts	1, 6, 26	69	$30.00

881 A portion of the Chicago-Tolleston Land and Investment Company's Second Oak Park Addition to Tolleston.

No.	Owners.	Lots.	Block.	Benefited.
566.	Lela Ulrich, Thos. E. Knotts and Evva C. Bryan	2 to 5, inc., 23, 24, 25, 27 to 30, inc., E, F	69	$130.00
567.	Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts and Evva C. Bryan	7 to 10, inc., 12, 13, 14, 39 to 41, inc., 43, 44, C, D	69	$140.00
568.	Harold E. Hammond, Steel City Realty Co. and Thos. E. Knotts	11	69	$10.00
569.	Henrietta J. Randall, Thos. E. Knotts and Evva C. Bryan	15, 17 to 20, inc., 22, 32 to 35, inc., 38	69	$110.00
570.	Henrietta J. Randall and Thos. E. Knotts	16, 21, 31, 36	69	$40.00
571.	Calumet Land Co. and Eunice A. Youche	37	69	$10.00
572.	Henrietta J. Randall, Thos. E. Knotts and Evva C. Bryan	1, 2, 4, 5, 6, A, B	70	$70.00
573.	Henrietta J. Randall and Thos. E. Knotts	3	70	$10.00
574.	Lela Ulrich and Thos. E. Knotts	7, 8, 10	70	$30.00
575.	Lela Ulrich, Thos. E. Knotts and Evva C. Bryan	9, 11 to 14, inc	70	$50.00
576.	Harold E. Hammond, Steel City Realty Co. and Thos. E. Knotts	15 to 20, inc	70	$60.00
577.	Harold E. Hammond, Steel City Realty Co. Thos. E. Knotts and Evva C. Bryan	21, 22	70	$20.00
578.	Harold E. Hammond, Steel City Realty Co. Thos. E. Knotts and Evva C. Bryan	1, 2, 4 to 7, inc., 9	71	$70.00

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882 A portion of the Chicago-Tolleston Land and Investment Company's Second Oak Park Addition to Tolleston.

No.	Owners.	Lots.	Block.	Benefited.
579.	Harold E. Hammond, Steel City Realty Co. Thos. E. Knotts	3, 8	71	$20.00
580.	Henrietta J. Randall, Thos. E. Knotts and Evva C. Bryan	10 to 12, inc., 14, 17	71	$50.00
581.	Henrietta J. Randall and Thos. E. Knotts	13, 15, 16	71	$30.00
583.	Lela Ulrich, Thos. E. Knotts and Evva C. Bryan	21 to 24, inc., 26, 18, 19	71	$70.00
584.	Lela Ulrich and Thos. E. Knotts	20, 25	71	$20.00
585.	Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts and Evva C. Bryan	1, 2, 3, 5 to 8, inc., 10 to 13, inc., 15, 16, 17	72	$140.00
586.	Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts	4, 9, 14	72	$30.00
587.	Lela Ulrich, Thos. E. Knotts and Evva C. Bryan	18, 20 to 23, inc., 25, 26, 40, 42 to 45, inc., 48	72	$130.00
588.	Lela Ulrich and Thos. E. Knotts	19, 24, 41, 46, 47	72	$50.00
589.	Henrietta J. Randall, Thos. E. Knotts and Evva C. Bryan	27, 28, 30, 31, 34, 35, 37, 38, 39, 40, 50, 51	72	$120.00
590.	Henrietta J. Randall and Thos. E. Knotts	29, 32, 33, 36, 52	72	$50.00
591.	Henrietta J. Randall, Thos. E. Knotts & Evva C. Bryan	1 to 4 Inc., 6, 7, 8, 13 to 16 Inc.	73	$110.00
592.	Henrietta J. Randall and Thomas E. Knotts	5, 10, 11, 12	73	$40.00
593.	Louis A. Bryan and Evva C. Bryan	9	73	$10.00

883 A portion of the Chicago-Tolleston Land and Investment Company's Second Oak Park Addition to Tolleston.

No.	Owners.	Lots.	Block.	Benefited.
594.	Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts	17, 22, 23, 32	73	$40.00
595.	Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts and Evva C. Bryan	18 to 21, inc., 28 to 31, inc., 33 to 36, inc	73	$120.00
		24	73	$10.00
596.	Mary McKenzie and Thos. E. Knotts	25	73	$10.00
597.	Calumet Land Co	26, 27	73	$20.00
598.	Kadish Tuvin and Thos. E. Knotts	37, 42, 43, 44, 51	73	$50.00
599.	Lela Ulrich and Thos. E. Knotts	38 to 41, inc., 45, 46, 49, 50, 52	73	$90.00
600.	Lela Ulrich, Thos. E. Knotts and Evva C. Bryan	47, 48	73	$20.00
601.	Thomas F. Lillis and Calumet Land Co			
602.	Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts and Evva C. Bryan	1, 2, 3, 5, 10, 11, 12, 22, 23	74	$90.00
603.	Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts	4, 15, 16, 17, 21	74	$50.00
		6 to 9 inc	74	$40.00
604.	Calumet Land Co. & Thos. E. Knotts	13, 14	74	$20.00
605.	Johanette Bock	18, 19, 20	74	$30.00
606.	Herbert E. Graham	24, 25, 42 to 45, inc., 47, 48, 49, 51	74	$100.00
607.	Lela Ulrich, Thos. E. Knotts and Evva C. Bryan	26, 41, 46, 52	74	$40.00
608.	Lela Ulrich and Thos. E. Knotts			

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884 A portion of the Chicago-Tolleston Land and Investment Company's Second Oak Park Addition to Tolleston.

No.	Owners.	Lots.	Block.	Benefited.
609.	Henrietta J. Randall, Thos. E. Knotts and Evva C. Bryan	27 to 30, inc. 32 to 35, inc. 37 to 40 inc	74	$120.00
610.	Henrietta J. Randall, Thos. E. Knotts	31, 36	74	$20.00
611.	Calumet Land Co	50	74	$10.00
612.	Mrs. L. R. Wartelsky	1	75	$10.00
613.	Calumet Land Co. and Emma C. Swindell	2	75	$10.00
614.	Henrietta J. Randall, Thos. E. Knotts, and Evva C. Bryan	3, 4, 14, 21, 25, 29, 30	75	$70.00
615.	Henrietta J. Randall and Thos. E. Knotts	15, 23, 26	75	$30.00
616.	Calumet Land Co. and Evva C. Bryan	5, 18, 19, 20, 24	75	$50.00
617.	Calumet Land Co	6 to 13 Inc. 16, 17, 22	75	$110.00
618.	Charles Gallagher	27, 28	75	$20.00
619.	Harold E. Hammond, Steel City Realty Co., and Thos. E. Knotts	31, 36	75	$20.00
620.	Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts, Evva C. Bryan	32, 35 Inc. 37 to 40 Inc	75	$80.00
621.	Lela Ulrich and Thos. E. Knotts	41, 46, 47, 48, 51, 52	75	$60.00
622.	Lela Ulrich, Thos. E. Knotts and Evva C. Bryan	42 to 45 Inc	75	$40.00
623.	Nils W. Wallin and Calumet Land Co	49 and 50	75	$20.00

885 All of South Broadway Addition to Gary, Indiana, as marked and laid down on the recorded plat thereof, in the Recorder's Office of Lake County, Indiana, in Plat Book No. 7, Page 8, being a sub-division of the South-west quarter (S. W. ¼) of the South-west quarter (S. W. ¼) of Section 22, Township 36 North, Range 8 West, in Lake County, Indiana, will be benefited. Except lots in blocks 5, 6, 7, 8, and the names of the lot owners and the lots in South Broadway Addition to Gary so benefited, are respectively as follows: Each and every lot in the Subdivision aforementioned, hereafter described, is assessed as $5.00 per lot separately.

No.	Owners.	Lots.	Block.	Benefited.
624.	South Broadway Land Co	1 to 18, 23, 26 to 37 Inc. 39, 40, 43, to 48 Inc	1	$195.00
625.	Charles E. Norman	38	1	$5.00
626.	J. E. Lewis	19 to 22	1	$20.00
627.	David Englehart	41. 42	1	$10.00
628.	South Broadway Land Co	1 to 22 Inc. 27 to 48	2	$220.00
630.	South Broadway Land Co	1 to 48 Except 22, 23, 24, 25, 26	3	$215.00
631.	South Broadway Land Co	1 to 48 except 22, 23, 24, 25, 26, 27	4	$210.00

A part of Koepke's Subdivision as marked and laid down on the recorded plat thereof, in the Recorder's Office of Lake County, Indiana, in Plat Book No. 7, Page 18, being that part of said sub-division lying South of the East and West center line of Section 17, (Said subdivision being a subdivision of the East 31 acres of Lot 2, Section 17, Township 36 North, Range 8 West, in Lake County, Indiana,) will be benefited, and the names of the lot owners and the lots in said Koepke's Subdivision so benefited, are respectively as follows: (Each and every lot in the Subdivision aforesaid, hereafter described, is assessed at $5.00 per lot, separately.)

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No.	Owners.	Lots.	Block.	Benefited.
642.	Thomas E. Knotts	1 to 49	5	$245.00
643.	Edward K. Findlay	1 to 53	6	$265.00

All of Lincoln Park Addition to Gary, as marked and laid down upon the recorded plat thereof in the Recorder's Office of Lake County, Indiana, in Plat Book No. 6, Page 15, being a sub-division of the North-west quarter (N. W. ¼) of the Southwest quarter (S. W. ¼) and the West half (W. ½) of the Northeast quarter (N. E. ¼) of the South-West quarter (S. W. ¼) of Section 16, Township 36 North, Range 1 West in Lake County, Indiana, will be benefited, and the names of the lot owners, and the lots in said Lincoln Park Addition to Gary, so benefited, are respectively as follows: (Each andevery lot in the Subdivision aforementioned, hereafter described, is assessed at $10.00 per lot separately.)

644.	John B. & Elizabeth Carrier	1, 2, 3	1	$30.00
645.	Adolph Berntsen	4	1	$10.00
646.	United States Land Co	5, 6, 8, 19 to 22, 26, to 34, 39, 41, 44, 45, 46, 56, 57, 61 to 64, 67 to 80, 83 to 92, 94	1	$520.00
647.	Carl J. Rosen	49	1	$10.00
648.	Charles Oscar Johnson	7	1	$10.00
649*a*.	T. F. Russell	9	1	$10.00
649*b*.	Eugene H. Hill	10	1	$10.00
650.	Louis Votroubek	11 to 18	1	$80.00
651.	Will Jessie	23	1	$10.00
652.	August Kozakewitz & Anna Kozakewitz (Wife)	24, 25	1	$20.00
653.	David Jones	35, 36	1	$20.00

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No.	Owners.	Lots.	Block.	Benefited.
654.	Jethro Wesley Card	37, 38	1	$20.00
655.	John G. Ditz	40	1	$10.00
656.	Ralph D. Fillipo	42	1	$10.00
657.	Mrs. Delia Galbraith	43	1	$10.00
658.	Walter C. Gibson	47	1	$10.00
659.	Ella Bosher	48	1	$10.00
660.	George James Baier	50, 51	1	$20.00
661.	Adelbert Knott	52	1	$10.00
662.	Dr. Henry Krause	53	1	$10.00
663.	George H. Tissen	54, 55	1	$20.00
664.	Jackson McGuire	58	1	$10.00
665.	Clarence Warren Gasque	59	1	$10.00
666.	Mrs. Anna Howell	60	1	$10.00
667.	Marcus Hall	65	1	$10.00
668.	Marcus Hall	66	1	$10.00
669.	Charles Herman Rhines	81, 82	1	$20.00
670.	Peter Pallagi	93	1	$10.00
671.	United States Land Co	1, 2, 9 to 14, inc. 17, 19, 20, 23 to 36, inc., 41 to 44, inc., 49, 50, 53 to 57, inc., 61, 62, 63, 66, 69 to 72, inc., 74 to 94, inc.	2	$650.00
672.	Wm. E. Hollerich	3 & E. ½ 4	2	$15.00
673.	Cornelius M. Hollerich	W. ½ 4 & all 5	2	$15.00
674.	Peter Hollerich	6, 7, 8	2	$30.00
675.	Frank C. Lamb	15, 16	2	$20.00
676.	Rosario Centanni	18	2	$10.00
677.	August Kozokenrtz	21, 22	2	$20.00
678.	Max Vanselow	37	2	$10.00

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888 Lincoln Park Addition to Gary (Continued).

No.	Owners.	Lots.	Block.	Benefited.
679.	Mrs. Martha Carrie Nelson	38	2	$10.00
680.	Arminta Bailey	39, 40	2	$20.00
681.	James Nicholson	45, 46	2	$20.00
682.	Mrs. W. Jankowski	47, 48	2	$20.00
683.	Chas. H. Rogers	51, 52	2	$20.00
684.	Theodore Birr	58, 59	2	$20.00
685.	Walter Gaughen	60	2	$10.00
686.	Mike Armanda	64	2	$10.00
687.	Frank Falato	65	2	$10.00
688.	Frank B. Carter	67	2	$10.00
689.	Ella Thomas & Almeta Albert	68	2	$10.00
690.	Ralph D. Phillipo	73	2	$10.00
691.	United States Land Co.	1 to 8 inc., 11 to 20 Inc. 22 to 36, Inc. 41 to 44 Inc. 46, 47, 49, 50, 63 to 82, Inc. 86 to 94 Inc.	3	$700.00
692.	Carl Yackel	9, 10	3	$20.00
693.	Chas. Oscar & Jennie Alvida Johnson	21	3	$10.00
694.	Mrs. Helen Gillig Telford	37, 38	3	$20.00
695.	Harlan Preston	39	3	$10.00
696.	David Coates	40	3	$10.00
697.	Martha S. French	45	3	$10.00
698.	Louis Kevatnez	48	3	$10.00
699.	Charles Warfield	51, 52	3	$20.00
700.	Herman Polenz	53, 54, 55	3	$30.00
701.	Chas. E. & Lottie Olson	56, 57	3	$20.00
702.	Felix Miedzielski	58	3	$10.00
703a.	Stefan & Anna Sech	59, 60	3	$20.00

889 Lincoln Park Addition to Gary, (continued).

No.	Owners.	Lots.	Block.	Benefited.
703*b*.	Joseph Richin	61, 62	3	$20.00
704.	Zachary M. Purzycki	83, 84, 85	3	$30.00
705.	United States Land Co.	1 to 10, Inc., 13 to 20 Inc., 23 to 31, Incl., 33, 36 to 41, Incl., 47 to 54, Inc., 61 to 77, Inc., 83 to 94, Inc.	4	$710.00
706.	Casper Meyer	11, 12	4	$20.00
707.	Leo & Franziska Mudlaff	21, 22	4	$20.00
708.	Paul Vuruna	32	4	$10.00
709.	Richard & Amanda Vauselow	34, 35	4	$20.00
710.	Jos. T. & Mary Galliker	42, 43, 44	4	$30.00
711.	August G. & Bertha Hoernke	45, 46	4	$20.00
712.	Frank W. Board	55, 56	4	$20.00
713.	Joseph Waskewicz	57, 58	4	$20.00
714.	Harold Erickson	59	4	$10.00
715.	Mike Zibricky	60	4	$10.00
716.	Anna K. Mueller	78, 79	4	$20.00
717.	United States Land Co	1 to 5 Inc. 7, 8, 9, 11 to 50 Inc. 61, 62, 64, to 94 Inc.	5	$810.00
718.	Fred E. & Myrtle E. Hagen	81, 82	4	$20.00
719.	Walter C. Gibson	6	5	$10.00
720.	Henrietta Gibson	10	5	$10.00
721.	C. Emmet Smith & May (wife)	51 to 54 Inc.	5	$40.00
722.	Paul Fadlevic	55	5	$10.00
723.	Andrs Klobucas	56	5	$10.00
724.	Mike Rohoska	57	5	$10.00

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890 Lincoln Park Addition to Gary (Continued).

No.	Owners.	Lots.	Block.	Benefited.
725.	Mrs. Victoria Harris	58	5	$10.00
726.	Silas Green & Hattie (wife) & Bertha Thomas	59, 60	5	$20.00
727.	Theodore Birr	63	5	$10.00
727a.	United States Land Co	1 to 8 Inc. 11 to 36 Inc. 39, 40, 41, 42, 44, 45, 46, 49 to 52 Inc. 56, 61, 62, 63, 66 to 90 Inc. 93 to 103 Inc. 107, 108, 109, 110, 115 to 125 Inc., 127 to 134 Inc. 136	6	$1090.00
728.	James Nicholson	37, 38	6	$20.00
729.	Frederick Fischer	9, 10	6	$20.00
730.	E. Henry Hittinger	43	6	$10.00
731.	Walter G. Hubbard	47, 48	6	$20.00
732.	Bertha E. Herd	53, 54, 55	6	$30.00
733.	Mike Rohoska	57	6	$10.00
734.	Ida G. Hufford	58	6	$10.00
735.	Zachary M. Purzycki	59, 60	6	$20.00
736.	Charles Durkoop	64, 65	6	$20.00
737.	Merton C. Robbins	91, 92, 104, 105, 106, 111 to 114 Inc.	6	$90.00
738.	C. Emmett Smith & May (wife)	135, 137, 138, 139	6	$40.00
739.	William Kunert	140, 141	6	$20.00
740.	Carl J. Rosen	126	6	$10.00

891 A part of South Gary Subdivision as marked and laid down upon the recorded plat thereof, in the Recorder's Office of Lake County, Indiana, in Plat Book No. 7, Page 13, being that part of said Subdivision in the South-west quarter (S. W. ¼) of the South-east quarter (S. E. ¼) of Section 22, Township 36 North Range 8, West, in Lake County, Indiana, will be benefited, and the names of the lot owners and the lots in said South Gary Subdivision so benefited, are respectively as follows: (each and every lot in the subdivision above mentioned, hereafter described, is assessed $5.00 per lot, separately)

741.	South Gary Land and Construction Company..	16 to 24.....	3	$45.00
742.	South Gary Land and Construction Company..	1 to 26.....	4	$30.00

892 The Chicago Suburban Land And Investment Company's Addition to Liverpool as marked and laid down on the recorded plat thereof, in the Recorder's Office of Lake County, Indiana, in Plat Book No. 2, Page 33, being a subdivision of that part lying West of theRiver of the South-west quarter (S. W. ¼) of Section 13, Township 36 North, Range 8 West, in Lake County, Indiana, will be benefited and the names of the lot owners and the lots in said Chicago Suburban Land and Investment Company's Addition to Liverpool to — benefited, are respectively as follows: —(Each and every lot in the Subdivision aforementioned hereafter described, is assessed $5.00 per lot, separately).

No.	Owners.	Lots.	Block.	Benefited.
751.	Chicago Suburban Land and Investment Co....	1 to 6, 10 to 14.....	1	$55.00
752.	Sophie Trier	7, 9	1	$10.00
753.	Mrs. Margaret Fleming	8	1	$5.00
754.	Emil Severin	1	2	$5.00
755.	Chicago Suburban Land and Investment Co....	2 to 10, 26	2	$50.00
756.	Gottlieb Schoenemann	11, 12	2	$10.00
757.	Johanna Schmakel	13	2	$5.00
758.	Julia Wallack	14	2	$5.00
759.	Mrs. Hulda Ahrens	15	2	$5.00
760.	Mrs. Gertrude Johnson.....	16	2	$5.00
761.	Mrs. William Mulraney.....	17	2	$5.00
762.	Louis Fleming, and Louis Flamming.....	18	2	$5.00
763.	Frank G. Ruehlmann	19, 20, (J. W. Dixon) Tax.....	2	$10.00
764.	Nick Pauley	21	2	$5.00

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893 A portion of the Chicago Suburban Land and Investment Company's Addition to Liverpool.

No.	Owners.	Lots.	Block.	Benefited.
765.	Mary Flaming	22, 23	2	$10.00
766.	Henry Trier	24, 25	2	$10.00
767.	Julius Schrader	1	3	$5.00
768.	N. J. Fry	3	3	$5.00
769.	Herman Fry	4 to 10	3	$40.00
770.	Carl Whipper	21 to 22	3	$10.00
771.	John J. Mruzkowski	23, 24	3	$10.00
772.	Diedrich Dose	28, (Oscar Anderson Tax)	3	$5.00
773.	C. J. Nelson	29	3	$5.00
774.	Freda Spies	31	3	$5.00
775.	Chicago Suburban Land and Investment Co...	2, 11 to 20, Inc. 25, 26, 27, 30, 32, to 38 Inc	3	$110.00
776.	Chicago Suburban Land and Investment Co....	1, 10, 14, 26 to 29 inc., 32, 40 to 43, Inc	4	$60.00
777.	John C. Miller	2	4	$5.00
778.	Edward Miller	3	4	$5.00
779.	Christ Miller	4	4	$5.00
780.	Ella O. Johnson	5	4	$5.00
781.	Adolph Trier	6, 7, 8	4	$15.00
782.	Henry Trier	9	4	$5.00
783.	Henry and Mary Wagner	11, 12	4	$10.00
784.	John and Mary Wagner	13	4	$5.00
785.	Catherine Windbiel	15 to 18 Inc. 22, 23	..	$30.00
786.	Henry Keshling	19, 20	4	$10.00
787.	Annie Banyan	21	4	$5.00
788.	Wm. Hollir	24, 25	4	$10.00

No.	Owners.	Lots.	Block.	Benefited.
789.	Karl P. Kleinert	30	4	$5.00
790.	John Roth	33, Maggie Escherick (tax)	4	$5.00
791.	Paul Sharmach	34, 35 " " "	4	$10.00
792.	Peter Aubert	36, 37	4	$10.00
793.	Peter Oberbilig	38, 39	4	$10.00
794.	Herman Loeffler	44	4	$5.00
795.	Paul Loeffler	31, 45, 46	4	$15.00
796.	Wm. Spormann	1, 2	5	$10.00
797.	Bertha Pauley	3, 4, 5, 6	5	$20.00
798.	Mrs. K. Burns	7	5	$5.00
799.	John R. Desheron	8	5	$5.00
800.	Herman Stuebing	9, 10	5	$10.00
801.	Chicago Suburban Land and Investment Co	11 to 15 Inc., 26, 27	5	$35.00
802.	John J. Mruzkowski	16	5	$5.00
803.	Catherine Rippinger	17, 18	5	$10.00
804.	John Sharmach	19, 20	5	$10.00
805.	Carl Whipper	28	5	$5.00
806	Catherine Windbiel	21 to 23, Inc., 29 to 32, Inc., 34 to 42, Inc.	5	$85.00
807.	P. J. Powers	24, 25	5	$10.00
808.	Otto Zinnof	33	5	$5.00
809.	Jacob Kaul	43, 44	5	$10.00
810.	Agnes Bergemann, (Niklos)	45	5	$5.00
811.	Charles E. Arms	46	5	$5.00
812.	Fritz Zutterlein	1, 2	6	$10.00
813.	Chicago Suburban Land and Investment Co	3, 4, 12, 13, 15 to 20 Inc	6	$50.00

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895 A portion of the Chicago Suburban Land and Investment Company's Addition to Liverpool.

No.	Owners.	Lots.	Block.	Benefited.
814.	S. P. Nelson	5	6	$5.00
815.	Waclaw Duzewski	6, 7	5	$10.00
816.	Cæsar Duzewski	8, 9	6	$10.00
817.	Herman Huber	10, 11	6	$10.00
818.	Augusta Peterson	14	6	$5.00
819.	Mary Stanton	21 to 24 Inc	6	$20.00
820.	Catherine Windbiel	25 to 30 Inc., 33 to 45, Inc	6	$95.00
821.	Mrs. A. M. Albert	31, 32	6	$10.00
822.	Anna Maria Koller	1 to 9, Inc., 16 to 19, Inc	7	$65.00
823.	Ida Witzman	10, 11	7	$10.00
824.	Wm. L. Ludwig	12	7	$5.00
825.	John Trier	13, 14, 15	7	$15.00
826.	Susan K. Wiendbiel	20 to 23 Inc	7	$20.00
827.	Joseph & Azilda Heroux	24	7	$5.00
828.	John Peter Berkes	1	8	$5.00
829.	Charles Dahlsjo	2	8	$5.00
830.	Mrs. Sophie Trier	3, 4	8	$10.00
831.	Florecia Landes	5, 6	8	$10.00
832.	Otto Randolph	7	8	$5.00
833.	Barbara Bryner	8	8	$5.00
834.	H. P. Biork	9	8	$5.00
835.	Henry Therstappen	10, 11	8	$10.00
836.	Mary Carlson	12	8	$5.00
837.	Chicago Suburban Land and Investment Co	13, 42	8	$10.00
838.	Fred Hynes	24, 25	8	$10.00

896 A portion of the Chicago Suburban Land and Investment Company's Addition to Liverpool.

No.	Owners.	Lots.	Block.	Benefited.
839.	Anna M. Koller	14 to 23, inc., 34 to 41, inc	8	$90.00
840.	John Lotz	26 to 30, inc	8	$25.00
841.	John H. Windbiel	31	8	$5.00
842.	Emil Baknfelth	32, 33	8	$10.00
843.	J. F. Lawrence	43	8	$5.00
844.	John Trier & Ferdinand Volk	44	8	$5.00
845.	John Trier & L. A. Dubois	45, 46	8	$10.00
846.	Angeline Kasel	1	9	$5.00
847.	Charles Wittke	2	9	$5.00
848.	William Sloats	3	9	$5.00
849.	John Sturm	4	9	$5.00
850.	Chicago Suburban Land and Investment Co	5, 6, 7, 11, 14 to 17 inc., 41, 42, 45, 46	9	$60.00
851.	Julius Schrader	8, 9, 10	9	$15.00
852.	Michael J. McGrath	12, 13	9	$10.00
853.	Anna M. Kollar	18 to 32, inc., 34 to 39, inc	9	$105.00
854.	George Ratz	33	9	$5.00
855.	Peter Schmidt	40	9	$5.00
856.	Nicholas F. Goedicker	43, 44	9	$10.00

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897 All of River Shore Addition to East Chicago, as marked and laid down on the recorded plat thereof, in the Recorder's Office of Lake County, Indiana, in Plat Book No. 2, page 22, being a subdivision of that part North of the Pittsburg, Ft. Wayne and Chicago Railroad of the West half (W. ½) of the Southwest quarter (S. W. ¼) of Section 14, Township 36 North, Range 8 West, in Lake County, Indiana, will be benefited, and the names of the lot owners and the lots in said River Shore Addition to East Chicago so benefited, are respectively as follows:—(Each and every lot in the subdivision aforementioned hereafter described, is assessed at $5.00 per lot, separately).

No.	Owners.	Lots.	Block.	Benefited.
857.	J. Miles Standish	1, 2	1	$10.00
858.	Mary Riordan	3, 4	1	$10.00
859.	David E. Fiske	5 to 23, inc.	1	$95.00
860.	A. C. Moorehead	24	1	$5.00
861.	Ernest C. Johnson	25	1	$5.00
862.	Leonora M. Hart	1, 13, 14, 15, 20 to 25, inc.	2	$50.00
863.	Charles S. Beggs	2	2	$5.00
864.	Edward J. White	3, 4	2	$10.00
865.	Anna C. Treulieb	5 to 12, inc.	2	$40.00
866.	Lena Rosenzvieg	16	2	$5.00
867.	Martha J. Phillips	17, 18, 19	2	$15.00
868.	James S. Pogue	1 to 9, 12 to 17, inc., 19, 20, 21	3	$140.00
869.	Emily M. Mealiff	10, 11	3	$10.00
870.	H. P. Bullock	18	3	$5.00
871.	John O'Connell	22, 23	3	$10.00

898 River Shore Addition to East Chicago (Continued).

No.	Owners.	Lots.	Block.	Benefited.
872.	Leonora M. Hart	24, 25, 33 to 37, inc., 39 to 43, inc., 47, 48, 51, 52	3	$80.00
873.	Charles Batty	26, 44	3	$10.00
874.	John H. Barker	27, 28, 29	3	$15.00
875.	Carmine Vizza	30	3	$5.00
876.	Adolph Zeller	31	3	$5.00
877.	Vanderberg O. Beck and Olds	32	3	$5.00
878.	Albert Engers	45, 46	3	$10.00
879.	Armanis F. Knotts	38, 49, 50	3	$15.00
880.	Arah M. Whitney and Frank Abel	53, 54, 55	3	$15.00
881.	Joseph Soboscijk	56	3	$5.00
882.	Jennie Fisher	57	3	$5.00
883.	Wm. J. Schultz	1	4	$5.00
884.	George P. Beardsley	2, 3, 4	4	$15.00
885.	Leonora M. Hart	5, 8, 9, 10, 73	4	$25.00
886.	Frederick Scheuerman	6, 7	4	$10.00
887.	Hugh B. Smith	11, 12, 13	4	$15.00
888.	R. T. Kelly	14	4	$5.00
889.	J. W. Walch	15 to 19, inc	4	$25.00
890.	Florence Pearce	20, 21, 22, 36, 37, 44 to 49, inc., 56, 57	4	$65.00
891.	George Fritzinger	23, 24	4	$10.00
892.	Armanis F. Knotts	25, 26, 65 to 70, inc	4	$40.00
893.	Carl F. Griesser	27, 28	4	$10.00
894.	Sarah M. Curtis	29	4	$5.00

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No.	Owners.	Lots.	Block.	Benefited.
895.	Milton Bayne	30, 31	4	$10.00
896.	Frederick A. Rehkopf	32 to 35, inc.	4	$20.00
897.	Roy L. Everly	38 to 43, inc., 50 to 55, inc.	4	$60.00
898.	John H. Ryan	59 and 60, inc.	4	$10.00
899.	J. L. Hurd	61, 62	4	$10.00
900.	John LeDrake	63 and 64 inc.	4	$10.00
901.	August P. Lundin	71, 72	4	$10.00
902.	David E. Fiske	1 to 17, inc., 19 to 42, inc., 45 to 47, inc., 56 to 59, inc.	5	$240.00
903.	Gustave Peil	18	5	$5.00
904.	Armanis F. Knotts	43, 44, 52, 54, 55	5	$25.00
905.	Leonora M. Hart	48, 49	5	$10.00
906.	Marcellus Brown	50	5	$5.00
907.	Leonie Boise	51, 53	5	$10.00
908.	Isaac Goldman	60	5	$5.00
909.	Morris Goldman	61	5	$5.00
910.	Matilda M. Hanson	62 to 86, inc.	5	$125.00
911.	Roy L. Maxson	87	5	$5.00
912.	Armanis F. Knotts	1 to 4, inc.	6	$20.00
913.	Leonard M. Hart	5, 6, 7, 19, 20, 24 to 37, inc.	6	$700.00
914.	W. O. & E. C. Merrick	8 to 12, inc.	6	$25.00
915.	John Larson	13 to 17, inc.	6	$25.00
915.	Joseph M. Steffis	18	6	$5.00
917.	J. P. Thomas	22, 23	6	$10.00
918.	Carl Muller	38	6	$5.00

900 River Shore Addition to East Chicago (Continued).

No.	Owners.	Lots.	Block.	Benefited.
918.	Carl Muller	38	6	$5.00
919.	Caroline Reichel	39, 40	6	$10.00
920.	Edson Keith & Co.	41, 42, 43	6	$15.00
921.	David E. Fiske	1 to 57, inc.	7	$285.00
922.	Augustus Josephine Nelson	1, 2	8	$10.00
923.	Jane Scott	3	8	$5.00
924.	David E. Fiske	4 to 7, inc., 18 to 31, inc., 45 to 56, inc.	8	$150.00
295.	Alice Barker	8, 9	8	$10.00
926.	Leonora M. Hart	10, 11	8	$10.00
927.	Mary Jane Jackson	12	8	$5.00
928.	Wm. Schmidt	13, 14	8	$10.00
929.	George F. Wallace	15	8	$5.00
930.	C. A. Griggs	16, 17	8	$10.00
931.	J. L. Hurd	32, 33	8	$10.00
932.	Louis H. Kirberg	4, 35	8	$10.00
933.	H. I. F. Wasica	36	8	$5.00
934.	Armanis F. Knotts	37, 38, 39	8	$15.00
935.	James W. Southwick	40 to 44, inc.	8	$25.00
936.	John Len	57	8	$5.00
937.	David E. Fiske	1 to 30 inc.	9	$150.00
938.	Michael Dwyer	33, 34	9	$10.00
939.	Richard Collins	35, 36	9	$10.00
940.	Barney Johnson	37, 38	9	$10.00
941.	John Fitzgerald	39	9	$5.00

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901 River Shore Addition to East Chicago (Continued).

No.	Owners.	Lots.	Block.	Benefited.
942.	Armanis F. Knotts	31, 32, 51, 52, 53, 55, 56	9	$35.00
943.	Henry Clough, Trustee	40, 41	9	$10.00
944.	Michael O'Grady	42 to 47 inc	9	$30.00
945.	William Daly	48	9	$5.00
946.	E. L. Floreth	50	9	$5.00
947.	Frank Abel	54	9	$5.00
948.	Wm. E. Honer	57 to 60, inc	9	$20.00

902

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
981.	Selma O. Nelson	West part of Lot 1 of North East ¼, being all West of fence and ditch, except Railroad	9,	36,	7,	$600.00
982.	(Out)					
983.	Selma O. Nelson	North East ¼ of North West ¼, except Railroad	9,	36,	7,	$500.00
984.	Frank Schaff	All of Lot 3 South and West of Road	9,	36,	7,	$105.00
985.	Wilhermina Griesel	North West ¼ of North West ¼, except Railroad	9,	36,	7,	$445.00
986.	Wilhelmina Griesel	Lot 3, except North 40 acres and except that part South and West of Road	9,	36,	7,	$680.00
987.	John Papka	East 20 rods of West ½ of West ½ of South West ¼	9,	36,	7,	$400.00
988.	Daniel Kilvary	South 14.42 acres of West 20 rods of West ½ of West ½ of South-west ¼	9,	36,	7,	$280.00
989.	Albert A. Reich	West 20 rods of East ½ of West ½ of South west ¼	9,	36,	7,	$350.00
990.	Peter and Maria Reich	East 20 rods of East ½ of West ½ of South West ¼	9,	36,	7,	$310.00

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
991.	William M. Marquardt...	So much of following as lies in Section 9, Township 36 North, Range 7 North,—part of West ½ of West ½ of South West ¼ commencing at South-west side of bridge across Calumet River at Crossing of Gravel Road, then South 32 rods, then West to water's edge, then North along river to place of beginning	9,	36,	7,	$20.00
903						
992.	Nicholas Frey.....	West ½ of Lot 5.....	9,	36,	7,	$540.00
993.	Philip Schneider.....	East ½ of Lot 5, in Southwest ¼.....	9,	36,	7,	$420.00
994.	George Passow and William Kostbade.....	The North 40 acres of so much of following as lies in Section 9, commencing 5 chains west of the North East corner of the South East ¼ of the South East ¼ of Section 9, then North to Calumet River, then South 65 degrees West 19.50 chains, then South to the Michigan Central Railroad, then South 75 degrees East 2.75 chains, then North 22.85 chains to North West corner of said South East ¼ of S. E. ¼, then East 15 chains to place of beginning.....	9,	36,	7,	$800.00

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No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
994½.	George Passow and William Kostbade.....	The South 40 acres of North 80 acres of so much of the following as lies in Section 9, commencing 5 chains West of North East corner of the South East ¼ of South East ¼ of Section 9, then North to the Calumet River, then South 65 degrees West 19.50 Chains, then South to Michigan Central Railroad, then South 75 degrees East 2.75 chains, then North 22.85 chains to North west corner of said South East ¼ of South East ¼, then East 15 chains to place of beginning.....	9,	36,	7,	$240.00
904						
995.	George Passow and William Kostbade.....	Part of Lot 7 and part of North-east ¼ of South-east ¼ commencing on South side of River on line between Sections 9 and 10, then South 48.50 chains, then West 5 chains, then North to River, then North 65 degrees East 6.50 chains to place of beginning.....	9,	36,	7,	$350.00
996.	Phillip Schneider.....	The North 40 acres of so much of the following as lies in Section 9, commencing at intersection of North line of Michigan Central Railroad and North and South center line of Section 16, then North 75 degrees East along Railroad 9.45 chains, then North to Calumet River, then South-west along River to center North and South line of Section 9, then South to place of beginning.....	9,	36,	7,	$620.00

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
997.	Phillip Schneider.....	The North 40 acres of so much of the following as lies in Section 9, commencing on North line of Michigan Central Railroad 623.7 feet East of Center line of Section 16, then East 237 feet, then North 963.63 feet, then East 328 feet, then North to River, then West to point North of place of beginning, then South to place of beginning....	9,	36,	7,	$470.00
905						
965.	Wilhelmina Anderson....	South West ¼ of North East ¼.....	8,	36,	7,	$800.00
966.	Wilhelmina Anderson....	South East ¼ of North East ¼.....	8,	36,	7,	$800.00
967.	Wilhelmina Anderson....	South West ¼ of North West	8,	36,	7,	$800.00
968.	Wilhelmina Anderson....	South East ¼ of North West ¼.....	8,	36,	7,	$800.00
969.	Knickerbocker Ice Co.....	North West ¼ of North West ¼ except North 186.4 feet	8,	36,	7,	$145.00
970.	Knickerbocker Ice Co.....	North East ¼ of North West ¼, except 10 acres in North East corner.....	8,	36,	7,	$190.00
972.	Wilhelmina Anderson....	Lot 1 of South-East ¼.....	8,	36,	7,	$800.00
973.	Wilhelmina Anderson....	North West ¼ of South East ¼.....	8,	36,	7,	$800.00
974.	Wilhelmina Anderson....	Lot 2, except 40 acres off North end.....	8,	36,	7,	$360.00
975.	Wilhelmina Anderson....	North East ¼ of South West ¼.....	8,	36,	7,	$800.00
976.	Wilhelmina Anderson....	Lot 3, except 40 acres off North end.....	8,	36,	7,	$600.00
977.	Wilhelmina Anderson....	North West ¼ of South West ¼.....	8,	36,	7,	$800.00
978.	Wilhelmina Anderson....	South West ¼ of South West ¼.....	8,	36,	7,	$760.00
979.	Daniel Kilvary.....	South East ¼, South and East of Calumet River..	8,	36,	7,	$700.00
980.	(Out)					

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No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1036.	Helen C. Patterson.....	North East ¼ of North West ¼, East of River.....	17,	36,	7,	$740.00
1036½.	Helen C. Patterson.....	South East ¼ of North West ¼ North of Michigan Central Railroad.....	17,	36,	7,	$270.00
1037.	George Earle.....	All North of Calumet River in North West ¼.....	17,	36,	7,	$360.00
1038.	George Earle.....	North ½ of Lot 3.....	17,	36,	7,	$430.00
1039.	George Earle.....	South ½ of Lot 3.....	17,	36,	7,	$290.00
1040.	George Earle.....	North West ¼ of North East ¼, except 1.76 chains off East side.....	17,	36,	7,	$680.00
1049.	Daniel Kilvary.....	East 36 rods off North East ¼ North of Michigan Central Railroad.....	17,	36,	7,	$110.00
1050.	Thomas J. Stearns.....	Part North East ¼ commencing at North West corner of the North East ¼ of North East ¼ then East 8 chains, then South 21.15 chains to North East corner of land owned by Susan Kappelman, then West 3.76 chains, then North 21.15 chains, then East 1.76 chains to place of beginning	17,	36,	7,	$130.00

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953.	Leonora M. Hart.....	South East ¼ of North East ¼.....	7,	36,	7,	$680.00
954.	Leonora M. Hart.....	South West ¼ of North East ¼.....	7,	36,	7,	$460.00
955.	Marguerite M. Hart.....	South East ¼ of North West ¼.....	7,	36,	7,	$340.00
960.	Aetna Powder Co.....	South West ¼ of North West ¼.....	7,	36,	7,	$210.00
956.	Marguerite M. Hart.....	North West ¼ of South West ¼.....	7,	36,	7,	$595.00
957.	Marguerite M. Hart.....	North East ¼ of South West ¼.....	7,	36,	7,	$800.00
958.	Marguerite M. Hart.....	South West ¼ of South West ¼.....	7,	36,	7,	$600.00
959.	Marguerite M. Hart.....	South East ¼ of South West ¼.....	7,	36,	7,	$800.00
961.	Leonora M. Hart.....	North West ¼ of South East ¼.....	7,	36,	7,	$800.00

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
962.	Leonora M. Hart.....	North East ¼ of South East ¼.....	7,	36,	7,	$800.00
963.	Leonora M. Hart.....	South West ¼ of South East ¼.....	7,	36,	7,	$800.00
964.	Leonora M. Hart.....	South East ¼ of South East ¼.....	7,	36,	7,	$800.00
908						
1051.	Marguerite M. Hart.....	East 40 acres of Lot 2.....	18,	36,	7,	$800.00
1051½.	Marguerite M. Hart.....	Lot 2, except East 40 acres.....	18,	36,	7,	.....
1051½.	(Out)					
1052.	Leonora M. Hart.....	West ½ of Lot 1.....	18,	36,	7,	$500.00
1053.	Leonora M. Hart.....	East ½ of Lot 1.....	18,	36,	7,	$500.00
1054.	Joseph H. Bruce and Liquid Tank & Car Company.....	South East ¼ of North East ¼.....	18,	36,	7,	$800.00
1055.	Joseph H. Bruce and Liquid Tank & Car Company.....	North East ¼ of South East ¼, North of Michigan Central Railroad.....	18,	36,	7,	$160.00
1056.	George Earle.....	Lot #3.....	18,	36,	7,	$760.00
1057.	George Earle.....	North 40 acres of lot 4.....	18,	36,	7,	$800.00
1057½.	George Earle.....	Lot 4 North of Michigan Central Railroad, Except 40 acres off North end.....	18,	36,	7,	$800.00
1058.	George Earle.....	West ½ of South West ¼ of North of Michigan Central Railroad.....	18,	36,	7,	$480.00
1060.	George Earle.....	North 40 acres off Lot 5.....	18,	36,	7,	$800.00
1060½.	George Earle.....	Lot 5 North of Michigan Central Railroad, except 40 acres off North end.....	18,	36,	7,	$560.00

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No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1120.	John H. Powers and William H. Johnson.....	That part of the North 40 acres of Lot 2, lying South of a line drawn from the North East corner thereof to a point on the West line of said lot 562 feet South of the North West corner thereof..	12,	36,	8,	$775.00
1121.	John H. Powers and William H. Johnson.....	Lot 2, except North 40 acres.....	12,	36,	8,	$410.00
1122.	John H. Powers and William H. Johnson.....	That part of the North 40 acres of Lot 3, lying South of a line drawn from a point in the East line of said lot 562 feet South of the North East corner thereof to a point in the West line thereof, 835.45 feet South of the North West corner thereof....	12,	36,	8,	$435.00
1123.	John H. Powers and William H. Johnson.....	Lot 3, except North 40 acres.....	12,	36,	8,	$600.00
1124.	John H. Powers and William H. Johnson.....	South 40 acres of that part of the West ½ of South West ¼ lying South of a line drawn from a point in the East line of the North West ¼ of the South West ¼, 835.45 feet south of North East corner thereof, to a point in the West line of lot 4, 1368.9 feet South of the East and West center line.....	12,	36,	8,	$1000.00
1124½.	John H. Powers and William H. Johnson.....	That part of the West ½ of South West ¼, lying South of a line drawn from a point in the East line of the North West ¼ of South West ¼, 835.45 feet South of North East corner thereof, to a point in the West line of Lot 4, 1368.9 feet South of the East and West center line.....	12,	36,	8,	$165.00

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1125.	John H. Powers and William H. Johnson.....	Lot 5, except that part in East ½ of South East ¼..	12,	36,	8,	$910.00
1126.	John H. Powers and William H. Johnson.....	Lot 6.....	12,	36,	8,	$95.00
1127.	Samuel M. St. Clair, and Selma L. Kohn.....	That part of lot 2 North of a line drawn from the North East corner thereof to a point 562 feet South of the North West corner thereof.....	12,	36,	8,	$170.00
1128.	Samuel M. St. Clair, and Selma L. Kohn.....	That part of Lot 3 North of a line drawn from a point 562 feet South of the North East corner thereof to a point 835.45 feet South of the North West corner, thereof.....	12,	36,	8,	$320.00
1129.	Samuel M. St. Clair, and Selma L. Kohn.....	That part of West ½ of South West ¼, North of a line drawn from a point 835.45 feet South of North East corner thereof, to a point 1368.9 feet South of North West ¼ of said West ½ of South West ¼.....	12,	36,	8,	$205.00
1130.	Jacob Zelibor.....	North East ¼ of South East ¼.....	12,	36,	8,	$1000.00
1131.	Jacob Zelibor.....	Lot No. 1.....	12,	36,	8,	$910.00
1132.	Jacob Zelibor.....	East ½ of North East ¼ North of River.....	13,	36,	8,	$385.00
1133.	John H. Brooks and Oliver H. Bogue.....	West ½ Lot 1.....	13,	36,	8,	$750.00
1134.	John H. Brooks and Oliver H. Bogue.....	East ½ Lot 1.....	13,	36,	8,	$750.00

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No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1135.	Oliver H. Bogue, William E. Higgins, Henrietta E. Wier, Thomas J. Wood, Wilhelmina Griesel, and George Earle.....	North East ¼ of South East ¼, except Railroad..	13,	36,	8,	$875.00
1136.	Oliver H. Bogue, William E. Higgins, Henrietta E. Weir, Thomas J. Wood, Wilhelmina Griesel, and George Earle.....	South East ¼ of South East ¼.....	13,	36,	8,	$100.00
1137.	Oliver H. Bogue, William E. Higgins, Henrietta E. Weir, Thomas J. Wood, Wilhelmina Griesel, and George Earle.....	South West ¼ of South East ¼.....	13,	36,	8,	$875.00
1139.	Oliver H. Bogue, William E. Higgins, Henrietta E. Weir, Thomas J. Wood, Wilhelmina Griesel, and George Earle.....	North West ¼ of South East ¼.....	13,	36,	8,	$980.00
1140.	Oliver H. Bogue, William E. Higgins, Henrietta E. Weir, Thomas J. Wood, Wilhelmina Griesel, and George Earle.....	All that part of Lot 2 in North East ¼.....	13,	36,	8,	$350.00
1141.	Chicago Suburban Land and Investment Company	North East ¼ of South West ¼.....	13,	36,	8,	$1000.00

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1142.	Chicago Suburban Land and Investment Company	South East ¼ of South West ¼	13,	36,	8,	$1000.00
1143.	Chicago Suburban Land and Investment Company	All North and East of Calumet River of North West ¼ of South-west ¼	13,	36,	8,	$875.00
1144.	Chicago Suburban Land and Investment Company	All North and East of Calumet River of South West ¼ of South West ¼	13,	36,	8,	$75.00
912						
1154.	John Powers, and William H. Johnson	Lot 1, (except Railroad)	14,	36,	8,	$865.
1155.	John Powers and William H. Johnson	Lot #2	14,	36,	8,	$665.
1156.	John Powers and William H. Johnson	West ½ of Lot 5	14,	36,	8,	$795.
1157.	John Powers and William H. Johnson	East ½ of Lot 5	14,	36,	8,	$795.
1158.	John Powers and Lake County Club	Lot #6	14,	36,	8,	$985.
1159.	Frederick Gwinner	West ½ of Lot 3	14,	36,	8,	$520.
1160.	Frederick Gwinner	East ½ of Lot 3	14,	36,	8,	$610.
1161.	Frederick Gwinner	West ½ of Lot 4	14,	36,	8,	$755.
1162.	Frederick Gwinner	West ½ of East ¾ of lot 4	14,	36,	8,	$755.
1163.	Frederick Gwinner	East ½ of Lot 3	14,	36,	8,	$755.
1164.	Lake County Club	Lot 7	14,	36,	8,	$540.

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1165.	Tolleston Club.....	South West ½ of South West ½ South of Pennsylvania R. R.....	14,	36,	8,	$830.
1166.	Lake County Club.....	North East ¼ of South West ¼.....	14,	36,	8,	$900.
1167.	Lake County Club.....	South East ¼ of South West ¼.....	14,	36,	8,	$840.
1168.	Lake County Club.....	North West ¼ of South East ¼.....	14,	36,	8,	$900.
1169.	Lake County Club.....	North East ¼ of South East ¼.....	14,	36,	8,	$900.
1170.	Lake County Club.....	South West ¼ of South East ¼.....	14,	36,	8,	$900.
1171.	Lake County Club.....	South East ¼ of South East ¼.....	14,	36,	8,	$900.
913						
1145.	Lake County Club.....	West ½ of Lot #5.....	13,	36,	8,	$750.00
1145½.	Lake County Club.....	East ½ of Lot #5.....	13,	36,	8,	$750.00
1146.	Charles G. Wicker.....	South ½ of Lot #6.....	13,	36,	8,	$775.00
1147.	Charles G. Wicker.....	North ½ of Lot #6.....	13,	36,	8,	$775.00
1148.	Aetna Powder Co.....	All of Lot #7 in the West ½ of North East ¼....	13,	36,	8,	$70.00
1149.	(Out)					
1149.	John Powers and William H. Johnson.....	Lot 8.....	13,	36,	8,	$.....
1150.	John Powers and William H. Johnson.....	Lot 9.....	13,	36,	8,	$210.00
1151.	John Powers and William H. Johnson.....	All North West Fractional ¼ North Calumet River.	13,	36,	8,	$750.00
1152.	John Powers and William H. Johnson.....	North ½ of Lot 10.....	13,	36,	8,	$680.00
1153.	John Powers and William H. Johnson.....	South ½ of Lot #10.....	13,	36,	8,	$680.00
1314.	George Earle.....	North West ¼ of North West ¼.....	24,	36,	8,	$900.00
1315.	George Earle.....	North East ¼ of North West ¼.....	24,	36,	8,	$575.00
1316.	George Earle.....	South East ¼ of North West ¼.....	24,	36,	8,	$.....
1316.	(Out)					

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No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1296.	George Earle.....	North East ¼ of North East ¼ except Railroad..	23,	36,	8,	$830.
1297.	George Earle.....	North West ¼ of North East ¼, except Railroad..	23,	36,	8,	$810.
1298.	George Earle.....	South West ¼ of North East ¼.....	23,	36,	8,	$545.
1299.	George Earle.....	South East ¼ of North East ¼, except Railroad..	23,	36,	8,	$75.
1300.	George Earle.....	North East ¼ of North West ¼, except Railroad..	23,	36,	8,	$865.
1301.	George Earle.....	South East ¼ of North West ¼.....	23,	36,	8,	$895.
1302.	George Earle.....	East ½ of South West ¼ of North West ¼.....	23,	36,	8,	$450.
1303.	Lake County Club.....	West ½ of South West ¼ or North West ¼.....	23,	36,	8,	$450.
1304.	George Earle.....	North West ¼ of North West ¼.....	23,	36,	8,	$900.
1305.	Mary Mundell, Eliza Mundell, Caroline Troehler, Richard L. Miller.....	West ½ of North East ¼ of South West ¼.....	23,	36,	8,	$120.
1306.	Joseph M. Mundell.....	East ½ of North East ¼ of South West ¼.....	23,	36,	8,	$30.
1307.	George Earle.....	North West ¼ of South West ¼.....	23,	36,	8,	$450.

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1172.	Frederick W. Schmidt, and Nellie Griesel.....	Lot #6.....	15,	36,	8,	$110.
1173.	Frederick Gwinner.....	North West ¼ North of Pennsylvania Railroad..	15,	36,	8,	$70.
1174.	Frederick Gwinner.....	North ½ of Lot # 1.....	15,	36,	8,	$710.
1175.	Frederick Gwinner.....	South ½ of Lot # 1.....	15,	36,	8,	$1045.
1176.	Frederick Gwinner.....	North West ¼ of North East ¼.....	15,	36,	8,	$450.
1177.	Frederick Gwinner, Thomas Rodd and Joseph Wood.....	Lot #8 North East of Railroad.....	15,	36,	8,	$745.

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1178.	Gary Realty Company....	Part section commencing in center of Pennsylvania Railroad, 1858 chains South East of intersection of North line Section; then South East along Railroad 49 chains; then South 65 degrees, West 15.20 chains; then North West 49 chains to place of beginning.....	15,	36,	8,	$1000.
1179.	Tolleston Club of Chicago.	Lot #8 West of the Railroad.....	15,	36,	8,	$90.
1180.	Tolleston Club of Chicago.	North East ¼ of South East ¼.....	15,	36,	8,	$1125.
1181.	Tolleston Club of Chicago.	South East ¼ of South East ¼.....	15,	36,	8,	$1080.
1182.	Tolleston Club of Chicago.	North West ¼ of South East ¼.....	15,	36,	8,	$1225.
1183.	Tolleston Club of Chicago.	South West ¼ of South East ¼.....	15,	36,	8,	$1170.
1184.	Tolleston Club of Chicago.	North East ¼ South of the River.....	15,	36,	8,	$25.
916						
1185.	Tolleston Club of Chicago.	South East ¼ of South West ¼.....	15,	36,	8,	$1640.
1186.	Tolleston Club of Chicago.	South West ¼ of South West ¼, North of Calumet River and South of Meander line.....	15,	36,	8,	$1440.
1187.	Tolleston Club of Chicago.	All of Lot #5 in North East ¼ of South West ¼..	15,	36,	8,	$585.
1284.	George Earle.....	North West ¼ of North East ¼.....	22,	36,	8,	$1080.
1285.	George Earle.....	North East ¼ of North East ¼.....	22,	36,	8,	$900.
1286.	George Earle.....	South West ¼ of North East ¼.....	22,	36,	8,	$1080.
1287.	George Earle.....	South East ¼ of North East ¼.....	22,	36,	8,	$900.
1288.	George Earle.....	North West ¼ of South East ¼.....	22,	36,	8,	$985.
1289.	George Earle.....	North East ¼ of South East ¼.....	22,	36,	8,	$785.
917						
1290.	Tolleston Club of Chicago.	North West ¼ of North West ¼.....	22,	36	8,	$1440.
1291.	Tolleston Club of Chicago.	North East ¼ of North West ¼.....	22,	36,	8,	$1260.
1292.	Tolleston Club of Chicago.	South West ¼ of North West ¼.....	22,	36,	8,	$1440.

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1293.	Tolleston Club of Chicago.	South East ¼ of North West ¼	22,	36,	8,	$1260.
1294.	John Gunzenhauser	South East ¼ of South West ¼	22,	36,	8,	$270.
1294½.	Tolleston Club of Chicago.	South West ¼ North of the Government Meander line	22,	36,	8,	$425.
1295.	James Mundell	West ½ Lot #3	22,	36,	8,	$1215.
1295½.	James Mundell	East ½ Lot #3	22,	36,	8,	$1060.
1188.	Ottilie Lempke	Lot #20	16,	36,	8,	$1880.
1189.	Tolleston Club of Chicago.	Lot #25	16,	36,	8,	$720.
1190.	Tolleston Club of Chicago.	Lot #26	16,	36,	8,	$720.
1191.	Tolleston Club of Chicago.	Lot #27	16,	36,	8,	$720.
1192.	Tolleston Club of Chicago.	Lot #28	16,	36,	8,	$720.
918						
1266.	John R. Lindgren and John Gunzenhauser	East ½ Lot #1	21,	36,	8,	$875.
1267.	John R. Lindgren and John Gunzenhauser	West ½ Lot #1	21,	36,	8,	$890.
1268.	John R. Lindgren and John Gunzenhauser	East ½ Lot #2	21,	36,	8,	$550.
1269.	John R. Lindgren and John Gunzenhauser	West ½ Lot #2	21,	36,	8,	$575.
1270.	John R. Lindgren and John Gunzenhauser	East ½ Lot #3	21,	36,	8,	$460.
1271.	John R. Lindgren and John Gunzenhauser	West ½ Lot #3	21,	36,	8,	$445.
1272.	John R. Lindgren and John Gunzenhauser	East ½ Lot #4	21,	36,	8,	$430.
1273.	John R. Lindgren and John Gunzenhauser	West ½ Lot #4	21,	36,	8,	$425.

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1274.	Tolleston Club of Chicago.	Lot #5	21,	36,	8,	$875.
1275.	Tolleston Club of Chicago.	Lot #6	21,	36,	8,	$860.
1276.	Tolleston Club of Chicago.	North West ¼ of North West ¼	21,	36,	8,	$900.
1277.	Tolleston Club of Chicago.	South West ¼ of North West ¼	21,	36,	8,	$900.
1278.	Tolleston Club of Chicago.	North East ¼ of North West ¼	21,	36,	8,	$1080.
1279.	Tolleston Club of Chicago.	South East ¼ of North West ¼	21,	36,	8,	$1080.
1280.	Tolleston Club of Chicago.	North West ¼ of North East ¼	21,	36,	8,	$1260.
1281.	Tolleston Club of Chicago.	North East ¼ of North East ¼	21,	36,	8,	$1440.
1282.	Tolleston Club of Chicago.	South West ¼ of North East ¼	21,	36,	8,	$1260.
1283.	Tolleston Club of Chicago.	South East ¼ of North East ¼	21,	36,	8,	$1440.

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1193.	John M. Kelly and Washington L. Albee	East ½ Lot #1	17,	36,	8,	$610.
1194.	William Woldt	West ½ Lot #1	17,	36,	8,	$625.
1195.	James and Isabella Carson.	West ½ of Lot #2	17,	36,	8,	$680.
1201.	Alice H. Slayter, Ida L. Thomsen und Von Colditz, Amalia L. Spread, Alfred G. Schloesser	South West ¼ of North West ¼	17,	36,	8,	$270.
1202.	Alice H. Slayter, Ida L. Thomsen und Von Colditz, Amalia L. Spread, Alfred G. Schloesser	Lot #4	17,	36,	8,	$1015.
1203.	Alice H. Slayter, Ida L. Thomsen und Von Colditz, Amalia L. Spread, Alfred G. Schloesser	West 591.1 feet of Lot #3, except 5 acres in North East corner owned by Amos. W. Walker, 330 feet East and West and 660 feet North and South	17,	36,	8,	$615.

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1204.	James and Isabella Carson.	Lot #3, except West 591.1 feet	17,	36,	8,	$760.
1208.	Tolleston Club of Chicago.	East 9.25 acres of Lot #5	17,	36,	8,	$205.
1209.	Tolleston Club of Chicago.	East 40 acres of West 80 acres of Lot #5	17,	36,	8,	$900.
1210.	Tolleston Club of Chicago.	West 40 acres of Lot #5	17,	36,	8,	$900.
1211.	Tolleston Club of Chicago.	East ½ of Lot #6	17,	36,	8,	$865.
1212.	Tolleston Club of Chicago.	West ½ of Lot # 6	17,	36,	8,	$865.
1213.	Tolleston Club of Chicago.	Lot #7	17,	36,	8,	$830.
920						
1249.	Tolleston Club of Chicago.	All North of Calumet River of the North West ¼	20,	36,	8,	$145.
1250.	Susan Clough	All South of Calumet River of the North West ¼ of North West ¼	20,	36,	8,	$755.
1251.	Susan Clough	All South of the Calumet River of the North East ¼ of the North West ¼	20,	36,	8,	$900.
			20,	36,	8,	$900.
1252.	Susan Clough	South West ¼ of North West ¼	20,	36,	8,	$900.
1253.	Susan Clough	South East ¼ of North West ¼	20,	36,	8,	$900.
1254.	Susan Clough	North West ¼ of North East ¼	20,	36,	8,	$900.
1255.	Susan Clough	North East ¼ of North East ¼	18,	36,	8,	$160.
1214.	Ernest Buse	North West ¼ of South West ¼				
1215.	Earnest Buse	North West Corner of South West ¼ of South West ¼ 1074 feet East and West and 607 feet North and South	18,	36,	8,	$205.
1216.	George C. Morgan, Jr. Mary Ella Morgan, David B. Morgan, Margie C. Morgan, Mary A. Morgan, Marion S. Morgan, & Satie B. Allen	West ½ of North East ¼ of South West ¼	18,	36,	8,	$150.

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1217.	Tolleston Club of Chicago.	East ½ of North East ½ of South West ¼	18,	36,	8,	$160.
1218.	Tolelston Club of Chicago.	South East ¼ of South West ¼	18,	36,	8,	$720.
1219.	Tolleston Club of Chicago.	South West ¼ of South West ¼, except 1074 feet East and West and 607 feet North and South, in North West corner	18,	36,	8,	$305.
1220.	Tolleston Club of Chicago.	South West ¼ of South East ¼	18,	36,	8,	$720.
1221.	Tolleston Club of Chicago.	South East ¼ of South East ¼	18,	36,	8,	$720.
1222.	Tolleston Club of Chicago.	North East ¼ of South East ¼	18,	36,	8,	$685.
1223.	Frank Mathias	North West ¼ of South East ¼	18,	36,	8,	$380.

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1224.	Tolleston Club of Chicago.	East ½ of Lot 4	19,	36,	8,	$575.
1225.	Tolleston Club of Chicago.	West ½ of Lot 4	19,	36,	8,	$575.
1226.	Tolleston Club of Chicago.	East ½ of Lot 5	19,	36,	8,	$485.
1227.	Tolleston Club of Chicago.	West ½ of Lot 5	19,	36,	8,	$485.
1228.	Tolleston Club of Chicago.	East ½ of Lot 6	19,	36,	8,	$475.
1229.	Tolleston Club of Chicago.	West ½ of Lot 6	19,	36,	8,	$475.
1230.	Tolleston Club of Chicago.	East ½ of Lot 7	19,	36,	8,	$620.
1231.	Tolleston Club of Chicago.	West ½ of Lot 7	19,	36,	8,	$620.
1232.	Susan Clough	East ½ of Lot 8	19,	36,	8,	$765.
1233.	Susan Clough	West ½ of Lot 8	19,	36,	8,	$765.
1234.	Susan Clough	East ½ of Lot 9	19,	36,	8,	$835.
1235.	Susan Clough	West ½ of Lot 9	19,	36,	8,	$835.
1236.	Susan Clough	East ½ of Lot 3, except South 50 rods	19,	36,	8,	$100.
1237.	Susan Clough	Lot #2, except South 50 rods	19,	36,	8,	$255.
1238.	Susan Clough	West ½ of West ½ of Lot 10	19,	36,	8,	$520.
1239.	Susan Clough	East ½ of West ½ of Lot 10	19,	36,	8,	$520.
1240.	Susan Clough	West ½ of East ½ of Lot 10	19,	36,	8,	$520.

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1241.	Susan Clough	East ½ of East ½ of Lot 10	19,	36,	8,	$520.
1242.	Simon Koedyker	West 15.50 acres of South 30.92 acres of West ½ of South West ¼	19,	36,	8,	$70.
923						
1243.	Garret Keodyker	East 15.42 acres of South 30.92 acres of West ½ of South West ¼	19,	36,	8,	$70.
1244.	William Lohman	East 17.70 acres of South 25.68 acres of South West ¼ of South East ¼	19,	36,	8,	$115.
1245.	Christian Lohman	West 7.98 acres of South 25.68 acres of South West ¼ of South East ¼	19,	36,	8,	$35.
1246.	Christian Lohman	East 9.70 acres of South 25.70 acres of South East ¼ of South West ¼	19,	36,	8,	$40.
1247.	Simon Koedyker	East 8 acres of West 16 acres of South 25.70 acres of South East ¼ of South West ¼	19,	36,	8,	$35.
1248.	Garret Koedyker	West 8 acres of South 25.70 acres of South East ¼ of South West ¼	19,	36,	8,	$35.
949.	Anthony J. Drexel	South East ¼ of South East ¼	4,	36,	7,	$160.
924						
1256.	Susan Clough	South West ¼ of North East ¼	20,	36,	8,	$900.
1257.	Susan Clough	South East ¼ of North East ¼	20,	36,	8,	$900.
1258.	Susan Clough	North West ¼ of South West ¼	20,	36,	8,	$850.
1259.	Susan Clough	North East ¼ of South West ¼	20,	36,	8,	$855.
1260.	Susan Clough	South West ¼ of South West ¼, except Railroad	20,	36,	8,	$630.
1261.	Susan Clough	South East ¼ of South West ¼	20,	36,	8,	$595.
1262.	Susan Clough	North West ¼ of South East ¼	20,	36,	8,	$840.
1263.	Susan Clough	North East ¼ of South East ¼	20,	36,	8,	$845.
1264.	Susan Clough	South West ¼ of South East ¼	20,	36,	8,	$595.

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1265.	Susan Clough	South East ¼ of South East ¼	20,	36,	8,	$595.
1351.	Frank Buse	South 10 acres of North East ¼ of the South East ¼	13,	36,	9,	$70.
925						
1352.	Frank Buse	South East ¼ of South East ¼	13,	36,	9,	$360.
1353.	M. Jacob Seberger	East 4 acres of North West ¼ of South East ¼	13,	36,	9,	$...
1355.	Susanna Thiel	West ½ of the South West ¼ of South East ¼	13,	36,	9,	$50.
1356.	Mathias Seberger	East ½ of South West ¼ of South East ¼	13,	36,	9,	$150.
1605.	Frank Buse	North ½ of North East ¼ of North East ¼	24,	36,	9,	$180.
1606.	Earnst Buse	South ½ of North East ¼ of North East ¼	24,	36,	9,	$180.
1606½.	Earnst Buse	Lot #1, except North 40 acres	24,	36,	9,	$405
1607.	Mathias Seberger	East 35 1/3 acres in Lot #2	24,	36,	9,	$475.
1608.	Barbara A. Grimmer	West 17 2/3 acres in Lot #2	24,	36,	9,	$240.
1609.	Nicholas Seberger	East 20 acres in Lot #3	24,	36,	9,	$265.
1610.	Joseph Seberger	Lot #3, except East 20 acres	24,	36,	9,	$205.
926						
1612.	Helen Wein	Lot #4, except commencing 40 feet South of North East corner of North West ¼, of Northwest ¼, thence West 268 feet, South 511 feet to West line road, thence North East to place of beginning	24,	36,	9,	$140.
1613.	Julius J. Nemitz	West 7½ acres of South 26.60 acres of Lot #5	24,	36,	9,	$150.
1614.	Mary Proeschold	East ½ of West 16 acres of South 26.60 acres of Lot #5	24,	36,	9,	$150.
1615.	Henri Nemitz	East 1/3 of West 22½ acres of South 26.60 acres of Lot #5	24,	36,	9,	$150.
1616.	Fredericka Nemitz	East 4.10 acres of South 26.60 acres of Lot #5	24,	36,	9,	$80.
1617.	Louis Ewen	Lot #5, except South 26.60 acres	24,	36,	9,	$350.
1618.	Fredericka Nemitz	North 14 acres of West ½ of South West ¼	24,	36,	9,	$70.

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No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1619.	Mary Proeschold.....	South 14 acres of North 28 acres of West ½ of South West ¼.....	24,	36,	9,	$70.
1620.	Julius John Nemitz..... (Out.)	North 12 acres of South 37 acres of West ½ of South West ¼.....	24,	36,	9,	$...
1621.	Henry Nemitz..... (Out.)	South 15 acres of North 43 acres of West ½ of South West ¼.....	24,	36,	9,	$...
1622.	Josephine Nemitz..... (Out.)	North 13 acres of South 25 acres of West ½ of South West ¼.....	24,	36,	9,	$...
1623.	George Nemitz..... (Out.)	South 12 acres of West ½ of South West ¼.....	24,	36,	9,	$...
927						
1624.	Edward Randhan.....	West ½ of Lot #6.....	24,	36,	9,	$335.
1626.	Ida Harding.....	East ½ of Lot #6.....	24,	36,	9,	$400.
1628.	Gostlin Meyn & Co.....	West ½ of Lot #7, except Railroad.....	24,	36,	9,	$460.
1629.	Simon Koedyker.....	East ½ of Lot #7 except Railroad.....	24,	36,	9,	$555.
1630.	Cornelius J. Schoon.....	West 328.25 feet of Lot #8.....	24,	36,	9,	300.
1632.	Dirk J. Schoon.....	Lot #8, except East 568 feet and West 328.25 feet..	24,	36,	9,	300.
1631.	Simon J. Schoon.....	North 40 acres of East 658 feet of Lot #8.....	24,	36,	9,	$600.
1376.	James McKenna.....	North East ¼ of South West ¼.....	14,	36,	9,	$35.
1377.	James McKenna.....	North West ¼ of South West ¼.....	14,	36,	9,	$195.
1378.	James McKenna.....	Lot #2 in South West ¼.....	14,	36,	9,	$570.
1379.	James McKenna.....	Lot #3 in South West ¼.....	14,	36,	9,	$450.
1382.	Fred R. Mott.....	South East ¼ of South East ¼, except 4.03 acres in North East corner; commencing 785 links North of the S. E. corner; thence N. 1315 links, West 333 links, S. 1110 links to road; S. 58 degrees 20 min. E. 385 links to place of beginning..	14,	36,	9,	$100.

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1384.	James McKenna.....	Lot #1 in South East ¼.....	14,	36,	9,	$440.00
1577.	John C. Seberger.....	North-east ¼ North *North* of the Calumet River...	23,	36,	9,	$220.00
1578.	Fredericka Nemitz.....	West ½ of the West ½ of South ½ of South East ¼ of North-east ¼.....	23,	36,	9,	$100.00
1579.	George Nemitz.....	West ½ of the East 15 acres of South ½ of South-east ¼ of the North-east ¼.....	23,	36,	9,	$150.00
1580.	Josephine Nemitz.....	East ½ of the East 15 acres of South ½ of South-east ¼ of North-east ¼.....	23,	36,	9,	$150.00
1581.	Elizabeth A. Nickel.....	West ½ of West ½ of Lot # 1, except South 20 acres of Lot #1.....	23,	36,	9,	$180.00
1582.	William Ewen.....	East ½ of West ½ of Lot # 1, except South 20 acres of Lot 1.....	23,	36,	9,	$180.00
1583.	Henry Ewen.....	West ½ of East ½ of Lot #1, except South 20 acres of Lot #1.....	23,	36,	9,	$180.00
1584.	Ellen Ewen.....	East ½ of East ½ of Lot # 1, except South 20 acres of Lot #1.....	23,	36,	9,	$180.00

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1585.	Alice Weyhe.....	All South of Calumet River of West ½ of West ½ of North east ¼.....	23,	36,	9,	$620.00
1586.	Robert Randhan.....	All South of Calumet River of East ½ of West ¼ of North-east ¼.....	23,	36,	9,	$620.00
1587.	Samuel M. St. Clair.....	South-west ¼ of North-west ¼.....	23,	36,	9,	$800.00
1588.	Samuel M. St. Clair.....	Lot #4 in North West ¼.....	23,	36,	9,	$720.00
1584.	Alice Wayhe and Matilda Winderhoff	East ½ of South East ¼ of North West ¼.....	23,	36,	9,	$340.00
1590.	Alice Weyhe and Matilda Winderhoff	East ½ of East ½ of South-west ¼.....	23,	36,	9,	$170.00

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1591.	Frank Weyhe, Sr.	East ½ of Lot #3	23,	36,	9,	$300.00
1592.	Frank Weyhe, Sr.	East ½ of West ½ of South-east ¼ of North-west ¼	23,	36,	9,	$200.00
1593.	Robert Randhan	West ½ of Lot #3	23,	36,	9,	$300.00
1594.	Robert Randhan	West ½ of West ½ of South-east ¼ of North-west ¼	23,	36,	9,	$200.00
1595.	Robert Randhan	West ½ of West ½ of East ½ of South West ¼	23,	36,	9,	$100.00
1596.	Frank Weyhe, Sr.	East ½ of West ½ of East ½ of South West ¼	23,	36,	9,	$100.00
1597.	Horace Lohse	West ½ of West ½ of South-west ¼	23,	36,	9,	$200.00
1598.	John Jansen	West 1/3 of East ½ of West ½ of South West ¼	23,	36,	9,	$60.00
1599.	Heirs of Cornelius Van Strieght	East 2/3 of East ½ of West ½ of South West ¼	23,	36,	9,	$130.00
1600.	Johanna McIntyre (Out.)	South-east ¼ of South-east ¼	23,	36,	9,	$...
930						
1601.	Johanna McIntyre	North-east ¼ of the South-east ¼	23,	36,	9,	$180.00
1602.	Elice Weyhe	West 1/3 of West ½ of South-east ¼	23,	36,	9,	$130.00
1603.	Robert Randhan	East ½ of West 2/3 of West ½ of South East ¼	23,	36,	9,	$130.00
1604.	Adolph Hufenhauser	East 1/3 of West ½ of South-east ¼	23,	36,	9,	$130.00
1385.	John Brenock	North-east ¼ of South-east ¼	15,	36,	9,	$115.00
1386.	John Brenock	South-east ¼ of South-east ¼	15,	36,	9,	$600.00
1387.	John Brenock	Lot #2 in South East ¼	15,	36,	9,	$575.00
931						
1388.	John Brenock	Lot 3 in South-east ¼ of South West ¼	15,	36,	9,	$165.00
1388½.	John Brenock	North-east ¼ of South-west ¼	15,	36,	9,	$600.00
1389.	Grace Douthett	East ½ of West ½ of South-west ¼ South of Calumet River	15,	36,	9,	$215.00
1390.	Daisy Jameison	West ½ of West ½ of South-west ¼ South of Calumet River	15,	36,	9,	$215.00

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1391.	Iola Jameison.....	East ½ of East ½ of South-west ¼ South of Calumet River.....	15,	36,	9,	$215.00
1392.	Wilton W. Johnson.....	West ½ of East ½ of South-west ¼ South of Calumet River.....	15,	36,	9,	$215.00
1393.	Hulda Proescholdt.....	West 4.965 chains of East 15.625 chains of Lot #4 of the South-west ¼.....	15,	36,	9,	$200.00
1407.	E. Hammann.....	West 3.67 chains of South-west ¼ of North-east ¼	15,	36,	9,	$15.00
932						
1394.	Eva Proescholdt.....	East 6.695 chains of Lot 4 in Southwest ¼.....	15,	36,	9,	$245.00
1395.	Christ Rousch.....	Lot 4, in Southwest ¼ (Ex. East 15.625 chains)..	15,	36,	9,	$190.00
1396.	Ernestine Hammon.....	West 3.965 chains of East 15.625 chains of Lot 4 in Southwest ¼.....	15,	36,	9,	$170.00
1398.	Frank Hess.....	Northwest ¼ of North-west ¼ (Ex. 10 acres on East side of that part North of road, and 5.36 acres East side of that part South of road).....	15,	36,	9,	$45.00
1399.	Frank Hess.....	Part Southwest ¼ of North-west ¼, commencing 20 chains South of Northwest corner Section, South 6.50 chains, East 8.43 — North 5 degrees, East 6.53 chains, West 9 chains to place of beginning.....	15,	36,	9,	$25.00
1400.	Henry Hopp.....	Part West ½ of North-west ¼ commencing at Southwest corner East 20.10 chains to Southeast corner, North 22.22 chains to center road, North 58 degrees, West 12 chains, South 5 degrees, West along ditch 14.85 chains to West line, South 13.50 chains to place of beginning.....	15,	36,	9,	$300.00
1401.	Christ Rousch.....	Part of Southeast ¼ of North West ¼ commencing Southwest corner, East 10.75 chains, North 19 chains to road, Northwest to Northwest corner, South to place of beginning				

933.

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1402.	E. Hamann.....	Part Southeast ¼ of Northwest ¼ being all South of road (Ex. West 10.75 chains thereof).....	15,	36,	9,	$45.00
1403.	Hulda Proescholdt..... (Out.)	Part of Southwest ¼ of Northeast ¼ commencing 3.67 chains East of Southwest corner, East 14.69 chains, North 13.03 chains, Northwest to point North of beginning, South 16.44 chains to beginning	15,	36,	9,	$ Out
1544.	Samuel St. Clair.....	Fractional North East ¼ of North East ¼.....	22,	36,	9,	$720.00
1545.	Samuel St. Clair.....	South East ¼ of North East ¼.....	22,	36,	9,	$600.
1546.	Theodore Laible.....	South West ¼ of North East ¼.....	22,	36,	9,	$600.
1547.	Theodore Laible.....	North West ¼ of North East ¼.....	22,	36,	9,	$600.
1548.	Iloa Jansen.....	East ½ of East ½ of East ½ of North West ¼....	22,	36,	9,	$250.
1549.	Iloa Jansen.....	East ½ of West ½ of North West ¼ of North West ¼.....	22,	36,	9,	$150.
1560.	Grace Douthett.....	East ½ of West ½ of East ½ of North West ¼....	22,	36,	9,	$250.
1561.	Grace Douthett.....	West ½ of East ½ of North West ¼ of North West ¼.....	22,	36,	9,	$150.

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1562.	Daisy Jameison.....	West ½ of East ½ of East ½ of North West ¼...	22,	36,	9,	$250.
1563.	Daisy Jameison.....	West ½ of West ½ of North West ¼ of North West ¼.....	22,	36,	9,	$150.
1564.	Wilton W. Johnson.....	West ½ of West ½ of East ½ of North West ¼...	22,	36,	9,	$250.
1565.	Wilton W. Johnson.....	East ½ of East ½ of North West ¼ of North West ¼.....	22,	36,	9,	$150.
1566.	Susan Clough.....	South West ¼ of North West ¼.....	22,	36,	9,	$400.

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1567.	Grace Douthett.....	East ½ of West ½ of North East ¼ of South West ¼.....	22,	36,	9,	$25.00
1568.	Daisy Jameison.....	West ½ of East ½ of North East ¼ of South West ¼.....	22,	36,	9,	$25.00
1569.	Iola Jansen.....	East ½ of East ½ of North East ¼ of South West ¼.....	22,	36,	9,	$25.00
1570.	Wilton W. Johnson.....	West ½ of West ½ of North East ¼ of South West ¼.....	22,	36,	9,	$25.00
1571.	Susan Clough.....	North West ¼ of South West ¼.....	22,	36,	9,	$100.00
1572.	John Zyp.....	East ½ of West ½ of East ½ of South east ¼.....	22,	36,	9,	$75.00
1573.	Peter Zyp.....	West ½ of West ½ of East ½ of South East ¼...	22,	36,	9,	$75.00
1574.	Peter Vanderwall.....	West 1/3 of East ½ of East ½ of South East ¼...	22,	36,	9,	$45.00
1575.	John J. Kleinman.....	East 26 2/3 rods of East ½ of South East ¼.....	22,	36,	9,	$90.00
935						
1576.	John J. Kleinman.....	North West ¼ of South East ¼, except 2 acres in South East corner—commencing at South East corner, then North 16 rods, West 20 rods, South 16 rods, East 20 rods, to place of beginning....	22,	36,	9,	$285.00
1413.	Earnest Guenther and Michael Guenther.....	All North of Road, of North East ¼ of North East ¼.....	16,	36,	9,	$35.00
1414.	John A. Gavit and Michael Guenther	All South of road, of North East ¼ of North East ¼	16,	36,	9,	$350.00
1415.	John A. Gavit and Michael Guenther	South East ¼ of North East ¼.....	16,	36,	9,	$600.00
1416.	Henry F. Reichhardt....	East ½ of the North West ¼ of North East ¼....	16,	36,	9,	$200.00
1417.	Henry Hopp.....	West ½ of the North West ¼ of North East ¼....	16,	36,	9,	$200.00
1418.	John Dietrich.....	West ½ of the South West ¼ of North East ¼....	16,	36,	9,	$300.00

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1419.	John Henry Krug heirs and Elizabeth Krug heirs	Lot #14, or the East ½ of South West ¼ of North East ¼	16,	36,	9,	$300.00
1420.	Henry Hopp	East ½ of North East ¼ of North West ¼	16,	36,	9,	$200.00
1421.	Henry P. Downey	West ½ of North East ¼ of North West ¼	16,	36,	9,	$200.00
936						
1422.	John Dietrich	North-west ¼ of North-west ¼	16,	36,	9,	$400.00
1424.	John Deitrich, John Marshall, Charles Bueter, Blasius Kammerer, Joseph Weibel and Peter Bruser	West ½ of South West ¼ of North West ¼	16,	36,	9,	$300.00
1425.	William Hopp	West 5 2/3 acres of East ½ of South West ¼ of North West ¼	16,	36,	9,	$85.00
1426.	Albert Hopp	East ½ of South West ¼ of North West ¼, except West 5 2/3 acres and East 8.7 acres	16,	36,	9,	$85.00
1427.	Frank Hopp	West 5 2/3 acres of East ½ of South-west ¼ of North-west ¼	16,	36,	9,	$80.00
1428.	Henry Hopp	East 3.034 acres of East ½ of South-west ¼ of North-west ¼	16,	36,	9,	$45.00
1429.	Helmuth Hopp	West 5 acres of West ½ of South East ¼ of North West ¼	16,	36,	9,	$75.00
1430.	Emma Drebenstedt	East ½ of West ½ of West ½ of South-east ¼ of North-west ¼	16,	36,	9,	$75.00
1431.	Heirs of Helmuth Hopp	East ½ of West ½ of South-west ¼ of North-west ¼	16,	36,	9,	$150.00

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1432.	Heirs of Helmuth Hopp..	East ½ of South East ¼ of North West ¼.....	16,	36,	9,	$300.00
1433.	Thomas F. Gorman and Ella Gorman.....	Lot #17.....	16,	36,	9,	$465.00
1434.	Julius Krug.....	Lot #18.....	16,	36,	9,	$270.00
1435.	Julius Krug.....	Lot #19.....	16,	36,	9,	$350.00

937

1436.	R. W. Johnston.....	South West ¼ of South East ¼.....	16,	36,	9,	$560.
1437.	Fred Dietrich.....	South East ¼ of South East ¼.....	16,	36,	9,	$600.
1438.	John Zachau.....	Lot #20.....	16,	36,	9,	$350.
1439.	John F. Jarnecke.....	Lot #21.....	16,	36,	9,	$350.
1440.	John F. Jarnecke.....	Lot #25.....	16,	36,	9,	$250.
1441.	John F. Jarnecke.....	Lot #26.....	16,	36,	9,	$250.
1442.	George H. W. Schneider..	Lot #22.....	16,	36,	9,	$315.
1443.	George H. W. Schneider..	Lot #23.....	16,	36,	9,	$360.
1444.	Elizabeth J. Wicker, Carrie M. Wicker, and Charles G. Wicker.....	Lot #24.....	16,	36,	9,	$425.00
1344.	John Watts.....	West ½ of West ½ of South West ¼.....	9,	36,	9,	$100.00
1345.	Florence Chick.....	East ½ of West ½ of South West ¼ of South West ¼	9,	36,	9,	$100.00
1346.	Charles P. Watts.....	West ½ of East ½ of South West ¼ of South West ¼, except 1 acre in the South East corner, being 132 feet East and West and 330 feet North and South	9,	36,	9,	$90.00

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1347.	John Benda, and John Holley	South East corner of South West ¼ of South West ¼, commencing at South East corner, then West 132 feet, then North 330 feet, then East 132 feet, then South 330 feet to place of beginning	9,	36,	9,	$10.00
1348.	Mary Jane Chick	East ½ of East ½ of South West ¼ of South West ¼	9,	36,	9,	$100.00
1528.	Wilton Johnson	East ½ of Northeast ¼ of North east ¼	21,	36,	9,	$300.00
1529.	Grace Douthett	West ½ of Northeast ¼ of Northeast ¼	21,	36,	9,	$300.00
1530.	Iola Jansen	East ½ of Northwest ¼ of Northeast ¼	21,	36,	9,	$300.00
1531.	Daisy Jameison	West ½ of Northwest ¼ of Northeast ¼	21,	36,	9,	$400.00
1532.	Susan Clough	South West ¼ of North East ¼	21,	36,	9,	$400.00
1533.	Susan Clough	Southeast ¼ of Northeast ¼	21,	36,	9,	$300.00
1537.	Rhoda J. Johnston	East ½ of Northeast ¼ of Northwest ¼	21,	36,	9,	$75.00
1538.	Anna Snip	West 4 chains of South West ¼ of North West ¼	21,	36,	9,	
939						
1539.	Dingeman Jabaay	East 8 chains of West 12 chains of Southwest ¼ of Northwest ¼	21,	36,	9,	$100.00
1540.	William Snip	East 4 chains of West 16 chains of Southwest ¼ of Northwest ¼	21,	36,	9,	$50.00
1541.	Indiana Harbor Railroad Company	East 4 chains of Southwest ¼ of Northwest ¼	21,	36,	9,	$60.00
1534.	Elizabeth J. Wicker, Carrie M. Wicker and Charles G. Wicker	Northwest ¼ of Northwest ¼	21,	36,	9,	$540.00
1535.	Susan Clough	Southeast ¼ of Northwest ¼	21,	36,	9,	$400.00

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1536.	Susan Clough.....	West ½ of North East ¼ of North West ¼.....	21,	36,	9,	$300.00
1445.	Peter Crumpacker.....	West ½ of Northeast ¼ of Northeast ¼.....	17,	36,	9,	$250.00
1446.	Peter Crumpacker.....	West ½ of Southeast ¼ of Northeast ¼.....	17,	36,	9,	$300.00
1447.	John H. Bachmann.....	East ½ of Northeast ¼ of Northeast ¼.....	17,	36,	9,	$250.00
1449.	John H. Bachmann.....	East ½ of Southeast ¼ of Northeast ¼.....	17,	36,	9,	$300.00
1450.	Thomas Knoerzer.....	Part of Northwest ¼ of Northeast ¼, commencing at Northwest corner, then South 527.7 feet, then East 897.1 feet, then North to North line, then West to place of beginning.....	17,	36,	9,	$50.00
940						
1451.	Thomas Knoerzer.....	Part Southwest ¼ of Northeast ¼, commencing at Southwest corner, then North 527.7 feet, then East 897.1 feet, then South to South line, then West to place of beginning.....	17,	36,	9,	$150.00
1452.	Thomas Knoerzer.....	Part Southwest ¼ of Northeast ¼, commencing at South-east corner, then North 1053.9 feet, then West 413.4 feet, then South 1054.2 to South line, then East to place of beginning.....	17,	36,	9,	$150.00
1453.	Joseph Knoerzer.....	Part Northeast ¼ of Northeast ¼, commencing 527.7 feet South of Northwest corner, then South 527.7 feet, then East 897.1 feet, then North 527.1 feet, then West 897.1 feet to place of beginning..	17,	36,	9,	$50.00
1454.	Leonard Knoerzer.....	Part Northwest ¼ of Northeast ¼, commencing 897.1 feet East of Northwest corner, then South 1054.2 feet, then East 206.7 feet, then North 1054.2 feet to North line, then West 206.7 feet to place of beginning	17,	36,	9,	$25.00

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1455.	Otto Knoerzer.....	Part Northwest ¼ of Northeast ¼, commencing at Northeast corner, West 207.7 feet, South 1054.2 feet, East 206.7 feet to East line, North to place of beginning.....	17,	36,	9,	$25.00
1456.	Otto Knoerzer.....	Part Southwest ¼ of Northeast ¼, commencing 527.7 feet North of Southwest corner, then North 527.7 feet, then East 897.1 feet, then South 527.1 feet, then West to place of beginning.....	17,	36,	9,	$150.00
941						
1457.	Herman Knoerzer.....	Part West ½ of Southeast ¼, commencing 1055.4 feet South of Northwest corner, then South 527.7 feet, then East 1310.5 feet to East line, then North 526.8 feet then West 1310.5 feet to place of beginning.....	17,	36,	9,	$225.00
1458.	Peter Crumpacker.....	Northeast ¼ of Northwest ¼.....	17,	36,	9,	$165.00
1459.	Peter Crumpacker.....	Southeast ¼ of Northwest ¼.....	17,	36,	9,	$100.00
1463.	George Prohl.....	Lot 3 (Ex. West 10.35 chains and Ex. part North of Chicago and Erie Railroad).....	17,	36,	9,	$260.00
1464.	Heirs of Helmuth Hopp..	West 10.35 chains in Lot 3.....	17,	36,	9,	$300.00
1465.	Friedrich Rampke.....	West 10 acres of West ½ of Southwest ¼.....	17,	36,	9,	$60.00
1466.	Anna Prohl.....	East ½ of West ½ of Southwest ¼.....	17,	36,	9,	$230.00
1467.	Anna Prohl.....	West ½ of West ½ of Southwest ¼ (Ex. West 10 acres).....	17,	36,	9,	$165.00
1468.	George Prohl.....	That part of the following lying in Lot No. 2 and Southwest of the Chicago & Erie Railroad, commencing 10.35 chains East of Northwest corner in Lot 3, then East 11.06 chains, South to River West along River to point South of beginning, then North to place of beginning.....	17,	36,	9,	$40.00

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1469.	Peter Crumpacker.....	Northwest ¼ of South east ¼ (Ex. Railroad and Ex. part owned by George Prohl described as aforesaid)	17,	36,	9,	$450.00
942						
1470.	Peter Crumpacker.....	South-west ¼ of South-east ¼ (Ex. part owned by George Prohl described as aforesaid).....	17,	36,	9,	$260.00
1471.	Peter Crumpacker.....	West ½ of Lot 1.....	17,	36,	9,	$405.00
1472.	Peter Crumpacker.....	East ½ of Lot 1.....	17,	36,	9,	$405.00
1473.	Elizabeth J. Wicker, Carrie M. Wicker & Charles G. Wicker	All South of River of South-east ¼.....	17,	36,	9,	$420.00
942½						
1515.	Peter Wiers.....	West 9 chains of South east ¼ of North-east ¼...	20,	36,	9,	$120.00
1517.	William Snip.....	East 3 chains of West 11 chains of South-east ¼ of North-east ¼.....	20,	36,	9,	$60.00
1518.	Dingeman Jabaay.....	East 3 chains of West 14 chains of South-east ¼ of North-east ¼.....	20,	36,	9,	$60.00
1519.	Maaike Klootwyk.....	East 3 chains of West 17 chains of South-east ¼ of North-east ¼.....	20,	36,	9,	$60.00
1520.	Anna Snip.....	East 3 chains of South-east ¼ of North-east ¼...	20,	36,	9,	$60.00
1521.	Elizabeth J. Wicker, Charles G. Wicker, & Carrie M. Wicker.....	East ½ of East ½ of North-west ¼.....	20,	36,	9,	$270.00
1522.	Elizabeth J. Wicker, Charles G. Wicker, & Carrie M. Wicker.....	West ¾ of North-west ¼ (Ex. the West 1924.9 feet)	20,	36,	9,	$25.00
1523.	Peter Kikkert.....	West 31.11 acres of that part of West ½ North of road	20,	36,	9,	$150.00

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1524.	Peter Kikkert.....	East 31.11 acres of West 900 feet of part of West ½ North of road.....	20,	36,	9,	$150.00
1525.	Fred Klooster.....	Part West ½ commencing 900 feet East of North west corner, South 3093.9 feet to center road, East along road 354.4 feet, North of North line Section. West 348.4 feet to place of beginning.....	20,	36,	9,	$130.00
1526.	Albert Hockstra.....	Part West ½, commencing 1248.4 feet East of North-west corner, South to center road, East along road 347.4 feet, North to North line of Section, West 341.5 feet to place of beginning.....	20,	36,	9,	$130.00
943						
1527.	John Heemstra.....	Part West ½, commencing 1589.9 feet East of North west corner, South to center road, East along road 340.8 feet, North to North line of Section, West 335 feet to place of beginning.....	20,	36,	9,	$130.00
1494.	William Krug.....	West 1/9 of West 45.87 acres in Lot 1.....	18,	36,	9,	$50.00
1495.	August Krug.....	East ½ of West 2/9 of West 45-82/100 acres in Lot 1.....	18,	36,	9,	$50.00
1496.	Julius Krug.....	East 1/3 of West 3/9 of West 45 82/100 acres in Lot 1.....	18,	36,	9,	$50.00
1497.	Minnie Hayes.....	East ¼ of West 4/9 of West 45 82/100 acres in Lot 1.....	18,	36,	9,	$50.00
1498.	Mary Krum.....	East 1/5 of West 5/9 of West 45 82/100 acres in Lot 1.....	18,	36,	9,	$50.00
1499.	Eliza Overhen.....	East 1/6 of West 6/9 of West 45 82/100 acres in Lot 1.....	18,	36,	9,	$50.00
1500.	Sebastian Krug.....	East 1/7 of West 7/9 of West 45 82/100 acres in Lot 1.....	18,	36,	9,	$50.00

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1501.	Henry Krug.....	East 1/8 of West 8/9 of West 45 82/100 acres in Lot 1.....	18,	36,	9,	$50.00
1502.	Sebastian Krug.....	East 1/9 of West 45 82/100 acres in Lot 1.....	18,	36,	9,	$50.00
1503.	Friedrich Rampke.....	Lot 1 (Ex. West 45 82/100 acres).....	18,	36,	9,	$90.00
1479.	Ernest G. Schreiber.....	North-west ¼ of North-west ¼.....	18,	36,	9,	$65.00
1480.	Ernest G. Schreiber.....	South-west ¼ of North-west ¼.....	18,	36,	9,	$95.00
1481.	Fannie Kramer Hulda Kaufman	North-east ¼ of North-west ¼.....	18,	36,	9,	$40.00
1482.	John F. Jarnecke.....	South-east ¼ of North-west ¼.....	18,	36,	9,	$120.00
944						
1483.	John F. Jarnecke.....	West ½ of Lot 3.....	18,	36,	9,	$285.00
1484.	John F. Jarnecke.....	East ½ of Lot 3.....	18,	36,	9,	$285.00
1485.	Caroline Klootwyk.....	West ½ of Lot 4.....	18,	36,	9,	$255.00
1486.	Caroline Klootwyk.....	East ½ of Lot 4.....	18,	36,	9,	$255.00
1487.	Robert L. Wilson.....	All South of River of South-east ¼ of South-east ¼ (Ex. West 22.98 rods and East 30.49 rods).....	18,	36,	9,	$80.00
1488.	Walter Kroustwyk.....	West 22.98 rods of that part of South-east ¼ of South-east ¼ South of River.....	18,	36,	9,	$80.00
1489.	John J. Kraay.....	East 30.49 rods of that part of South-east ¼ of South-east ¼ South of River.....	18,	36,	9,	$10.00
1490.	Caroline Stallbohm.....	West 32 rods of that part of South-west ¼ of South west ¼ South of River.....	18,	36,	9,	$120.00
1491.	Charles E. Stallbohm.....	East 48 rods of that part of South-west ¼ of South east ¼ South of River.....	18,	36,	9,	$210.00
1492.	George W. Schneider.....	East 12.50 acres of Lot 2.....	18,	36,	9,	$110.00
1493.	John H. Bachmann.....	West 39.17 acres of Lot 2.....	18,	36,	9,	$290.00
1504.	Caroline Stallbohm.....	West 32 rods of North-west ¼ of North-east ¼.....	19,	36,	9,	$80.00
1506.	Charles E. Stallbohm.....	East 48 rods of North-west ¼ of North-east ¼.....	19,	36,	9,	$120.00
1508.	Walter Kroustwyk.....	West 22 98/100 rods of East ½ of North-east ¼.....	19,	36,	9,	$95.00

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1509.	Wiebren H. Terpstra.....	West 179.6 feet of East 57.02/100 rods of East ½ of North-east ¼.....	19,	36,	9,	$45.00
945						
1510.	Ekke Vanderwall.....	East 258.15 feet of West 26.53 rods of East 57.02 rods of East ½ of North East ¼.....	19,	36,	9,	$70.00
1511.	John J. Kraay.....	East 30.49 rods of East ½ of North-east ¼.....	19,	36,	9,	$150.00
1659.	Augusta Paulina Schreiber and Herman Schreiber.	North-east ¼ of North-east ¼.....	13,	36,	10,	$40.00
1660.	Augusta Paulina Schreiber and Herman Schreiber.	South-east ¼ of North-east ¼.....	13,	36,	10,	$120.00
1661.	Augusta Paulina Schreiber and Herman Schreiber.	North of River of North-east ¼ of South-east ¼...	13,	36,	10,	$60.00
1663.	William Camp.....	West 5 of Lot 2 (Ex. the West part thereof owned by the Chicago, Indianapolis & Louisville Railway Co.....	13,	36,	10,	$95.00
1664.	William Camp.....	East ½ of Lot 2.....	13,	36,	10,	$95.00
946						
2200.	Phillips Schneider.....	East ½ of Lot 5 in North-west ¼.....	9,	36,	7,	$140.00
2201.	Selma O. Nelson.....	South-east ¼ of North-west ¼, North of River....	9,	36,	7,	$570.00
2202.	Wabash Railroad Company	North-east ¼ North of River and East of Nelson's land	9,	36,	7,	$400.00
2203.	Daniel Kilvary.....	West ½ of West ½ of West ½ of North-west ¼ North of Railway (Ex. South-west corner).....	16,	36,	7,	$20.00
2204.	Wilhelmina Anderson....	North-east ¼ of North-east ¼ South of Wabash Railway	8,	36,	7,	$360.00
2205.	Wilhelmina Anderson....	North-west ¼ of North-east ¼ South of Wabash Railway	8,	36,	7,	$330.00

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2206.	Thos. J. Stearns.....	3.20 acres off East end of South-west ¼ of South-east ¼ South of River.....	8,	36,	7,	$60.00
2207.	John R. Coleman.....	South-west ¼ of South-east ¼ South of River (Ex. 3.20 acres off East end.....	8,	36,	7,	$380.00
2208.	Helen Patterson.....	South-east ¼ of South-west ¼ South of River.....	8,	36,	7,	$180.00
2209.	James McKindley.....	North-east ¼ of North-east ¼.....	17,	36,	7,	$200.00
2210.	George Earle.....	North-east ¼ of North-east ¼ South of River.....	18,	36,	7,	$140.00
2212.	M. R. Hart.....	South-east ¼ of South-east ¼ (Ex. Michigan Central Railway)	11,	36,	8,	$835.
2211.	(Out.)					
2213.	Ira M. Cobe.....	South-west ¼ of South-east ¼ (Ex. Michigan Central Railway)	11,	36,	8,	$340.
947						
2214.	Frederick Gwinner.....	South-east ¼ of South-west ¼.....	11,	36,	8,	$160.00
2215.	Frederick Gwinner.....	.....				
2216.	Cornell B. Shefler.....	Lots 12 and 13.....	16,	36,	8,	$800.00
2217.	Fred Keen.....	Lot 14	16,	36,	8,	$340.00
2218.	Jacob Zeliber.....	Part of Lot 5 in 17, South-east ¼ of South-east ¼..	12,	36,	8,	$90.00
2219.	Susan Clough.....	Lot 1	19,	36,	9,	$720.00
2220.	Katherine Prohlow.....	West 15 acres of South 25 acres of South-east ¼ of South-west ¼	9,	36,	9,	$150.00
2221.	Charles Mueller.....	East 10 acres of South 25 acres of South-east ¼ of South-west ¼	9,	36,	9,	$100.00
2222.	Frank and Martha Hess..	West 13.60 acres of part of South-west ¼ of South-east ¼ South of road.....	9,	36,	9,	$135.00
2223.	Joseph Buttner.....	East 4.00 acres of part of South-west ¼ of South-east ¼ South of road.....	9,	36,	9,	$40.00
2224.	A. E. B. Lohse.....	South-east ¼ of South-east ¼.....	9,	36,	9,	$15.00

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
2225.	Peter Crumpacker.....	South-east ¼ of South-east ¼.....	8,	36,	9,	$200.00
2226.	Charles G. Wicker, Elizabeth J. Wicker & Carrie M. Wicker.....	South-west ¼ of North-east ¼.....	20,	36,	9,	$210.00
2227.	Charles G. Wicker, Elizabeth J. Wicker & Carrie M. Wicker.....	North-west ¼ of North-east ¼.....	20,	36,	9,	$400.00
2228.	Charles G. Wicker, Elizabeth J. Wicker & Carrie M. Wicker.....	North-east ¼ of North-east ¼.....	20,	36,	9,	$335.00
948						
2229.	Herman DeMik.....	West 16 acres of part of East ½ of North-west ¼ which lies North of Highway.....	19,	36,	9,	$25.00
2230.	Peter Molenaar.....	West ½ of East 50 acres of part of East ½ of North-west ¼ which lies North of road.....	19,	36,	9,	$35.00
2231.	Thomas Schmidt.....	East 25 acres of part of East ½ of North-west ¼ which lies North of road.....	19,	36,	9,	$35.00
2232.	Anton Munster.....	East ½ of North-west ¼ of North-west ¼.....	19,	36,	9,	$45.00
2233.	Jacob Munster.....	West ½ of North-west ¼ of North-west ¼.....	19,	36,	9,	$45.00

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No.	Owners.	Description.	Benefited.
2534.	John Kooy	West 14 acres of part Sec. 13, T. 36, R. 10, 50 acres. Commencing at the Northeast corner of Dingeman Jabaay's land in Sec. 13, Tp. 36, R. 10, thence South 53 chains and 60 links, thence Westerly along the center of the highway 9 chains, thence North 24 chains, thence North to the Calumet River, thence Easterly along said River to the place of beginning, containing 50 acres more or less	$35.00
2535.	Klaas Kooy	West 12 acres of East 36 acres of part Sec. 13, T. 36, R. 10, 50 acres. Commencing at the Northeast corner of Dingeman Jabaay's land in Sec. 13, Township 36, R. 10, thence South 53 chains and 60 links, thence Westerly along the center of the highway, 9 chains thence North 24 chains, thence North 72¼ deg. West 94 links, thence North to the Calumet River, thence Easterly along said River to the place of beginning, containing 50 acres more or less	$35.00
2536.	Peter P. Kooy	North 10 acres of East 12 acres of part Sec. 13, T. 36, R. 10, 50 acres. Commencing at the North-east corner of Dingeman Jabaay's land in Sec. 13, Township 36, Range 10, thence South, 53 chains and 60 links, thence Westerly along the center of the highway, 9 chains, thence North 24 chains, thence North 72¼ deg. West 94 links, thence North to the Calumet River, thence Easterly along said River to the place of beginning, containing 50 acres more or less	$35.00

No.	Owners.	Description.	Benefited.
2537.	Gerbrand Kooy	North 10 acres of West 12 acres of East 24 acres of part Sec. 13 T. 36, R. 10, 50 acres, Commencing at the Northeast corner of Dingeman Jabaay's land in Sec. 13, Township 35, R. 10, thence South 53 chains and 60 links, thence Westerly along the Center of the highway, nine (9) chains, thence North 24 chains, thence North 72¼ deg. West 94 links, thence North to the Calumet River, thence Easterly along said River to the place of beginning, containing 50 acres more or less	$35.00
950			
2540.	Cornelius Jabaay	Lot 11, Peter Jabaay's Division in Secs. 13 and 24, T. 36, R. 10	$35.00
2541.	Dingeman Jabaay	Lot 12, Peter Jabaay's Division in Secs. 13 and 24, T. 36, R. 10	$35.00
2542.	Jacob Munster	All that part lying in S. E. ¼, Sec. 13, T. 36, R. 10, of the following: Commencing at the North East corner of land deeded by Ira O. Dibble to Cornelius Klootwyk, by deed bearing date Aug. tenth (10) A. D. 1855, thence South 43 chains and 86 links, thence North 77 deg. 30 min. West 2 chains and 96 links, thence North 6 chains and 96 links, thence South 70 deg. and 30 min. East 2 chains and 53 links, thence North 37 chains and 26 links, thence East 53 links, to the place of beginning, containing 4 acres more or less, being parts of Secs. 13 and 24, T. 36, R. 10, W.	$5.00

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2543. Peter Kloowyk..... The North 40 acres of the following: All that part lying in the Southeast ¼ of the following: Commencing at a stake 29 chains and 67 links South of the North East corner of Sec. 24, T. 36 N., R. 10 W., thence North 80 and ¾ deg. West 18 chains and 96 links thence North on a line parallel with range line to the Calumet River, thence Easterly along said River to Range line, thence South on said Range 10 line 52 chains and 37 links to the place of beginning, containing 98 and ½ acres more or less, being parts of Secs. 13 and 24, T. 36, N., R. 10 W., except that part owned by Jacob Munster $200.00

951 Gary Park Addition to Gary, a subdivision of Lots 10 and 11, Section 16, Township 36, Range 8. (Each and every lot in the subdivision aforementioned, hereafter described, is assessed $5.00 per lot separately.)

No.	Owners.	Lots.	Block.	Benefited.
2250.	Gary Realty Company.....	23, 25, 26.....	1	$15.00
2251.	Vascili Ruga	24	1	$5.00
2253.	Gary Realty Company.....	23 to 26, inc.....	2	$20.00
2260.	Johanna Kohn	24	3	$5.00
2261.	Gary Realty Company.....	25	3	$5.00
2271.	Frank Pearson	24	4	$5.00
2272.	Nicholas Rocin	25	4	$5.00
2276.	Gary Realty Company.....	1 to 30, inc.....	5	$150.00
2277.	Johanna Kohn.....	31	5	$5.00
2278.	Gary Realty Company.....	32 to 37, inc.....	5	$30.00
2279.	Johanna Kohn	38	5	$5.00
2280.	Gary Realty Company.....	39 to 48, inc.....	5	$50.00

No.	Owners.	Lots.	Block.	Benefited.
2281.	Gary Realty Company	1 to 5, inc	6	$25.00
2282.	Michael and Katharina Untch	6, 7	6	$10.00
2283.	Gary Realty Company	8, 9	6	$10.00
2284.	Martin & Karolina Hiegel	10	6	$5.00
2285.	Gary Realty Company	11 to 32, inc	6	$110.00
2286.	William F. Fink	33 to 35, inc	6	$15.00
2287.	Gary Realty Company	36 to 39, inc	6	$20.00
2288.	Frank Pearson	40 to 43, inc	6	$20.00
2289.	Gary Realty Company	44, 45	6	$10.00
2290.	Frank Pearson	46 to 48, inc	6	$15.00
2291.	Gary Realty Company	1	7	$5.00
2292.	Frank Pearson	2, 3	7	$10.00
2293.	Jessie A. Schley	4 to 7, inc	7	$20.00
2294.	Gary Realty Company	8	7	$5.00
2295.	Josephine C. Curtis	9	7	$5.00
952	Gary Park Addition to Gary, a subdivision of Lots 10 and 11, Section 16, Township 36, Range 8 (con).			
2296.	Gary Realty Company	10	7	$5.00
2297.	Josephine C. Curtis	11, 12	7	$10.00
2298.	Frank Pearson	13, 14	7	$10.00
2299.	Gary Realty Company	15 to 17, inc	7	$15.00
2300.	Frank Pearson	18, 19	7	$10.00
2301.	Gary Realty Company	20 to 31, inc	7	$60.00
2302.	Frank Pearson	32, 33	7	$10.00
2303.	Gary Realty Company	34, 35	7	$10.00
2304.	Frank Pearson	36	7	$5.00
2305.	Gary Realty Company	37	7	$5.00

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2306.	Frank Pearson	38 to 45, inc.	7	$40.00
2307.	Gary Realty Company	46 to 48, inc.	7	$15.00
2308.	Gary Realty Company	1 to 6, inc.	8	$30.00
2309.	Johanna Kohn	7 to 9, inc.	8	$15.00
2310.	Gary Realty Company	10 to 15, inc.	8	$30.00
2311.	Frank Pearson	16	8	$5.00
2312.	Gary Realty Company	17 to 25, inc.	8	$45.00
2313.	John & Maria Schoen	26, 27.	8	$10.00
2314.	Gary Realty Company	28 to 30, inc.	8	$15.00
2315.	Frank Pearson	31	8	$5.00
2316.	Gary Realty Company	32, 33	8	$10.00
2317.	Frank Pearson	34, 35	8	$10.00
2318.	Gary Realty Company	36 to 47, inc.	8	$60.00
2319.	Josephine C. Curtis	48	8	$5.00

953 Washington Park Subdivision to Gary, subdivision of Lot 9, Section 16, Township 36 North, Range 8 West. (Each and every lot in the Subdivision aforementioned, hereafter described, is assessed at $5.00 per lot separately.)

2320.	Clear Title Land Company	1 to 48, inc.	3	$240.00
2321.	Clear Title Land Company	1 to 48, inc.	4	$240.00

954 Garfield Park Addition to Gary, on E. ½ N. E. ¼ S. W. ¼, Section 16, Township 36 North, Range 8 West. (Each and every lot in the subdivision aforementioned, hereafter described, is assessed at $10.00 per lot separately.)

2322.	United States Land Company	1 to 35, inc.	1	$350.00
2323.	Thomas Patrick Mugent	36	1	$10.00
2324.	United States Land Company	37 to 39, inc.	1	$30.00
2325.	James H. Emblem	40, 41	1	$20.00

No.	Owners.	Lots.	Block.	Benefited.
2326.	United States Land Compeny	42, 43	1	$20.00
2327.	Frank Jacob Emblem	44, 45	1	$20.00
2328.	United States Land Company	1 to 35, inc	2	$350.00
2329.	Prokap Novak	36, 37	2	$20.00
2330.	United States Land Company	38 to 51, inc	2	$140.00
2331.	Frank Jacob Emblem	52 to 54, inc	2	$30.00
2332.	United States Land Company	55 to 83, inc	2	$290.00
2333.	Bessie Shay	84, 85	2	$20.00
2334.	United States Land Company	86	2	$10.00
2335.	Laura O. Wharton	87 to 93, inc	2	$70.00
2336.	United States Land Company	1 to 56, inc	3	$560.00
2337.	Louis Harvath	57, 58	3	$20.00
2338.	United States Land Company	59 to 93, inc	3	$350.00

955 Koepke's Subdivision of East 31 acres of Lot 2, Section 17, Township 36 North, Range 8 West. (Each and every lot in the Subdivision aforementioned, hereafter described, is assessed at $5.00 per lot separately.)

2343.	Edmund A. H. Kayser	1 to 12, inc	3	$60.00
2344.	Edward K. Findlay	13, 14	3	$10.00
2345.	Edmund A. H. Kayser	15 to 24, inc	3	$50.00
2346.	William C. Brandt	E. 50 feet of Lots 25 to 29	3	$5.00
2347.	Edward K. Findlay	Lots 25 to 29 (ex. E. 50 feet)	3	$20.00
2348.	Edward K. Findlay	30 to 48, inc	3	$95.00
2349.	Callus J. Bader	1 to 48, inc	4	$240.00

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956 Chicago-Tolleston Land and Investment Company's Oak Park Addition to Tolleston (Each and every lot in the subdivision aforementioned, hereafter described, is assessed at $10.00 per lot separately).

2352.	Charlotte Marie Hubbard	1	10	$10.00
2353.	Evva C. Bryan	2 to 6, Inc	10	$50.00
2354.	Anna Elizabeth Fisher	7, 8	10	$20.00
2355.	Charles E. Cook	9, 10	10	$20.00
2356.	A. L. Willis, T. E. Knotts, Esther E. Porter & Chas. C. Teare	11	10	$10.00
2357.	Henry V. Whalen	12, 13	10	$20.00
2358.	Ed. Kraus, Esther E. Porter & Chas. C. Teare	14	10	$10.00
2359.	Evva C. Bryan & Edward Krauss	15	10	$10.00
2360.	Frank M. Mueller, T. E. Knotts, Esther E. Porter & Chas. C. Teare	16, 17	10	$20.00
2361.	Frank N. Gavit	18	10	$10.00
2362.	Frank N. Gavit & Evva C. Bryan	19	10	$10.00
2363.	Abbie C. Hayes & Mary E. Hayes	20, 21	10	$20.00
2364.	Frank M. Mueller, T. E. Knotts, Esther E. Porter & Chas. C. Teare	22	10	$10.00
2365.	Frank N. Gavit, Esther E. Porter & Chas. C. Teare	23 to 26, Inc	10	$40.00
2366.	Frank N. Gavit, Evva C. Bryan	27, 28	10	$20.00
2367.	Calumet Land Company	29	10	$10.00

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2368.	Lela Ulrich, Eunice A. Youche & Evva C. Bryan	30	10	$10.00
2369.	Calumet Land Company & Eunice A. Youche	31	10	$10.00
2370.	George Kalbitz, Thos. E. Knotts, Esther E. Porter & Chas. C. Teare	32 to 34	10	$30.00

No.	Owners.	Lots.	Block.	Benefited.
2371.	Frank N. Gavit & Evva C. Bryan	35	10	$10.00
2373.	Steel City Realty Co., Thos. E. Knotts & Evva C. Bryan	36 to 38, Inc	10	$30.00
2373.	Calumet Land Company & Emma C. Swindell.	39	10	$10.00
2374.	Calumet Land Company	40 to 42, Inc	10	$30.00
2375.	Alice Downs	43	10	$10.00
2376.	M. D. Baker	44	10	$10.00
2377.	Calumet Land Company	45	10	$10.00
2378.	Steel City Realty Co., & T-omas E. Knotts	46	10	$10.00
2379.	Steel City Realty Co., Thomas E. Knotts & Evva C. Bryan	47	10	$10.00
2381.	Andy Yukasz & Evva C. Bryan	22	9	$5.00
2382.	John Bessenyer	23	9	$5.00
2383.	Henrietta J. Randall	24	9	$5.00
2384.	Clear Title Land Co	25	9	$5.00
2385.	Calumet Land Company, A. F. Knotts & Steel City Realty Company	26	9	$5.00

958 The following in Railroad Subdivision of Part of Lot 2, Section 15, Township 36 North, Range 8 West. The lots of this Subdivision, hereinafter described, are assessed separately at $5.00 per lot. The lots benefited and the names of the owners are as follows:

2544.	Tolleston Park Co., Anna F. Allman & Jessie Allman Pattee	1 to 32, ind	1	$160.00
2545.	Tolleston Park Company	1 to 6, inc., 9 to 20, inc., 23 to 27, inc.	2	$115.00
2546.	W. H. McHugh	7, 8	2	$10.00
2547.	Gustave J. Bomark	21, 22	2	$10.00
2548.	Ellen Sullivan and W. B. Van Horne	28	2	$5.00
2549.	Tolleston Park Company	29 to 32, inc	2	$20.00

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2550.	Tolleston Park Co., Anna F. Allman & Jessie Allman Pattee	1 to 13, inc	3	$65.00
2551.	Tolleston Park Co., Anna F. Allman & Jessie Allman Pattee	1 to 11, inc	4	$55.00
2552.	Henry L. Osterbosch	12 to 15, inc	4	$20.00
2553.	Tolleston Park Co., Anna F. Allman & Jessie Allman Pattee	1 to 32, inc	5	$160.00
2554.	Tolleston Park Company	1 to 11, inc	6	$60.00
2555.	John Rona Ramsey	12	6	$5.00
2556.	Tolleston Park Company, Anna F. Allman & Jessie Allman Pattee	1 to 41, inc	7	$205.00
2557.	Frederick Gwinner	42 to 49, inc	7	$40.00

959 Heath's Addition to East Chicago, being a Subdivision of Lot 2 in Section 36, Township 37 North, Range 7 West, will be benefited, and the lots in said Addition and names of owners are as follows:— (Each and every lot in the Subdivision aforementioned hereafter described, is assessed at $5.00 per lot separately).

1945.	Henry Eddy	1, 2, 3	21	$15.00
1946.	William H. Garrett	4	21	$5.00
1947.	Hugh F. Hogan	5	21	$5.00
1948.	R. H. Loomis	6	21	$5.00
1949.	Pliny B. Brown	7, 14	21	$10.00
1950.	Julius A. V. Phillips	1, 9, 10	21	$15.00
1951.	Lewis James	11, 12, 13	21	$15.00
1952.	Charles E. Cessna	15	21	$5.00
1953.	Carrie D. James	5, 6, 7	25	$15.00
1954	Jane Morris	1	26	$5.00
1955.	Hans H. Wagner	2, 3	26	$10.00
1956.	Jane Morris	4, 5	26	$10.00
1957.	Josephine Rutherford	6, 7, 8, 9	26	$20.00
1958.	John Heenan	10	26	$5.00

No.	Owners.	Lots.	Block.	Benefited.
1959.	Frank Larkin	11	26	$5.00
1960.	Barner Dulaney	12, 13, 14	26	$15.00
1961.	August A. Schram	15, 16	26	$10.00
1962.	Johanna Reinner	17, 18, 19	26	$15.00
1963.	August Schram	20, 21, 22	26	$15.00
960				
1964.	August Schram	1 to 6, inc	28	$30.00
1965.	Pliny B. Brown	1 to 7, inc	28	$35.00
1966.	Richard Freeman	8, 9, 10	22	$15.00
1967.	James A. Harper	11	22	$5.00
1968.	John Rentz	12	22	$5.00
1969.	Annie Love	13 to 16, inc	22	$20.00
1970.	Arthur Parker & George Parker	17, 18	22	$10.00

961 Ainsley's First Addition to Dune Park, being a Subdivision of 7½ acres (more or less) lying in the West ½ of Northwest ¼, of Section 31, Township 37 North, Range 6 West, will be benefited, and the lots in said Addition and the names of owners are as follows:—(Each and every lot in the Subdivision aforementioned, hereafter described, is assessed at $5.00 per lot separately).

1971.	Mary Pullen	19, 20	..	$10.00
1972.	Lewis Catley	21 to 24, inc	..	$20.00
1973.	Lottie M. Hitz	25 to 29, inc	..	$25.00
1974.	Ansley Hitz	30	..	$5.00
1975.	Henry Lakey	31	..	$5.00
1976.	Lowell Kramer	32 to 34, inc	..	$15.00
1977.	William F. Cooper	35	..	$5.00
1978.	Chary R. Fisk	36	..	$5.00
1979.	John R. Cooper	37 to 39, inc	..	$15.00
2380.	Henrietta J. Randall, Thomas E. Knotts & Evva C. Bryan	48	10	$10.00

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No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1876.	Benjamin Fifield and Clarence E. Fifield....	South-west ¼ of South-west ¼	31	37	6	$560.00
1877.	Benjamin Fifield and Clarence E. Fifield ...	North-west ¼ of South-west ¼	31	37	6	$820.00
1878.	Benjamin Fifield and Clarence E. Fifield ...	40 acres off South end of lot No. 4 in South-west ¼	31	37	6	$320.00
1879.	Benjamin Fifield and Clarence E. Fifield ...	31.31 acres off North end of lot No. 4 in South-west ¼	31	37	6	$620.00
1880.	Benjamin Fifield and Clarence E. Fifield ...	Lot No. 3 in North-west ¼	31	37	6	$770.00
1881.	Peter Crumpacker	35.34 acres off the West end of Lot No. 2	31	37	6	$700.00
1882.	Peter Crumpacker	That part of West half of South-east ¼ North of River	31	37	6	$180.00
1883.	Peter Crumpacker	That part of East half of South-east ¼ North of River	31	37	6	$150.00
1884.	Peter Crumpacker	That part of West half of Northeast ¼ South of Indian Boundary line	31	37	6	$360.00
1885.	Peter Crumpacker	That part of East half of North-east ¼ South of Indian Boundary line	31	37	6	$10.00
1886.	Peter Crumpacker	That part of East half of North-west ¼ North of Indian Boundary line and South of Culver ditch.	31	37	6	$190.00

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1887.	Peter Crumpacker	Beginning at a point where the North and South center line of Section 31 intersects the South line of the Culver ditch and running thence South to the Indian Boundary line; thence East on the Indian Boundary line 80 rods; thence North to South line of public highway on the old right of way of the Lake Shore and Michigan Southern Railway; thence Southwesterly along said highway to the North-east corner of land owned by Gustave P. Berg; thence Southeasterly along the East line of said Berg land; to the Culver ditch; thence Southwesterly along the Culver ditch to the place of beginning	31	37	6	$700.00
963						
1888.	Peter Crumpacker	Forty acres off the South end of that part of the East half of the North-east ¼ which lies North of the Indian Boundary line.....	31	37	6	$410.00
1889.	Peter Crumpacker	25 acres off the North end of that part of the East half of the North-east ¼ which lies North of the Boundary line	31	37	6	$125.00

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1890.	James A. Blackman....	A strip of land 28 rods wide at the North end, and 40 rods wide at the South end off of the East side of the following described tracts of land: The North-east ¼ of the Northwest ¼, Section 31, Township 37, Range 6; Also commencing at the quarter post on the North line of Section 31, Township 37, Range 6; thence East 7 rods to State Ditch, known as ditch No. 1, branch to Culver's Ditch, No. 26; thence South 20 degrees East on the said ditch 78 and ½ rods to State Ditch No. 26; thence South 64½ degrees West on said ditch No. 26, 31½ rods; thence North on the quarter line on said Section 31 to the place of beginning 86½ rods. Also commencing at the North-west corner of the South-east ¼ of the North-west ¼, section 31, Township 37, Range 6, Thence South to the Calumet River and State Ditch; thence North of East on the State Ditch until it strikes the East line of said quarter Section; thence North until it strikes the South-east corner of the North-east quarter of the North-west quarter of said Section; thence West to the place of beginning, except that part of said strip of land which lies North of the South line of the old right of way of the Michigan Southern Railway Company	31	37	6	$110.00	SUSAN CLOUGH ET AL.	227

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1891.	John Erickson	A strip of land 32 rods wide at the North and commencing at a point 28 rods West from the North-east corner and 41 rods wide at the South end, commencing at a point 40 rods west from the South-east corner of the following described tracts of land: The North-east ¼ of the North-west ¼ of Section 31, Township 37, Range 6,—also commencing at the Wuarter post on the North line of Section 31, Township 37, Range 6,—Thence East 7 rods to State ditch said ditch known as ditch No. 1, branch of Culver's ditch No. 26:—Thence South 20 degrees East on said ditch 78½ rods to the State ditch No. 26—thence South 64¼ degrees West on said ditch No. 26, 31½ rods; thence North on the quarter line of said Section 31 to place of beginning, 86½ rods; also commencing at the North-west corner of the South-east quarter of the North-west ¼, Section 31, Township 37, Range 6, West, thence South to the Calumet River and State Ditch, thence North of East on State Ditch until it strikes the East line of said quarter Section; thence North until it strikes the South-east corner of the North-east quarter of the North-west quarter of said section; thence West to place of beginning, except that part of said strip of land which lies North of the South line of the old right of way of the Michigan Southern Railway Co., containing 13.75 acres....	31	37	6	$160.00

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1892.	Gustave P. Berg.....	A strip of land 27 rods wide at the North end and 40 rods at the South end off the West side of the following described tracts of land; The North-east ¼ of the North west ¼ of Section 31, Township 37, Range 6 West, also commencing at the quarter post on North line of Section 31, Township 37, Range 6, thence East 7 rods to State Ditch, said ditch known as Ditch #1, branch to Culver's Ditch No. 26, thence South 20 degrees East on said ditch 78½ rods to State ditch No. 26, thence South 64½ degrees West on said ditch No. 26, 31½ rods; thence North on quarter line of said Section 31 to place of beginning, 86½ rods. Also commencing at the North west corner of the South-east ¼ of North-west ¼, section 31, Township 37, Range 6,—thence South to the Calumet River and State Ditch, thence North of east on State Ditch, until it strikes the East line of said quarter Section, thence North until it strikes the South-east corner of the North-east ¼ of the North-west ¼ of said Section, thence West to the place of beginning, except that part of said strip of land, which lies North of the North line of the old right of way of the Michigan Southern Railway Co., containing 13.75 acres.....	31	37	6	$25.00

SUSAN CLOUGH ET AL.

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967

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1893.	John A. Samuelson.....	40 acres off South end of that part of the South east ¼ which lies West of Salt Creek and South of the Calumet River	31	37	6	$165.00
1894.	John A. Samuelson.....	All of that part of the South-east ¼ which lies West of Salt Creek and South of the Calumet River, except 40 acres off the South end.....	31	37	6	$375.00
1895.	Walter L. Johnson.....	40 acres off of South end of that part of the South-east quarter which lies East of Salt Creek and South of the Calumet River	31	37	6	$80.00
1896.	Walter L. Johnson.....	That part of South-east quarter which lies east of Salt Creek and South of the Calumet River, except 40 acres off of the South end.....	31	37	6	$170.00
1897.	John Charlton	West half of the East ½ of the North-west ¼ North of the Culver Ditch and South of the highway..	31	37	6	$220.00
1898.	Samuel A. Samuelson...	All that part of the West half of the Northwest ¼ which lies East of Ansley's Addition to Dune Park, North of the Calumet River and South of the old right of way of the Lake Shore and Michigan Southern Railway	31	37	6	$180.00
1899.	Knickerbocker Ice Co...	West 22 rods of that part of the West half of the Northwest ¼ which lies North of the Calumet River and the Indian boundary line and South of the old right of way of the Lake Shore and Michigan Southern Railway.....	31	37	6	$90.00
968						
1725.	John A. Samuelson.....	21.14 acres off the North end of that part of fractional North-east ¼ West of Salt Creek.....	6	36	6	$40.00

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1726.	John A. Samuelson.....	Fractional North East ¼ West of Salt Creek, except 21.14 acres off North end	6	36	6	$60.00
1727.	Walter L. Johnson.....	21.65 acres off of North end of that part of fractional North-east ¼ which lies East of Salt Creed.	6	36	6	$20.00
1728.	Walter L. Johnson	40 acres off of the South end of that part of fractional North east ¼ which lies East of Salt Creek.	6	36	6	$30.00
1729.	Jennie S. Field, Wm. Johnston	23.20 acres off of the North end of the West ½ of fractional North-west ¼.....	1	36	7	$410.00
1730.	Jennie S. Field, Wm. Johnston	40 acres off of the South end of the West ½ of Fractional North-west ¼.....	1	36	7	$665.00
1731.	Jennie S. Field, Wm. Johnston	22.22 acres off of the North end of the East ½ of fractional North-west ¼.....	1	36	7	$440.00
1732.	Jennie S. Field, Wm. Johnston	40 acres off of the South end of the East ½ of fractional North-west ¼.....	1	36	7	$245.00
1733.	Jennie S. Field, Wm. Johnston	40 acres off of the South end of the West half of fractional North-east ¼.....	1	36	7	$135.00

969

1734.	Jennie S. Field, Wm. Johnston	21.66 acres off of the North end of the West half of fractional North-east ¼.....	1	36	7	$105.00
1735.	Jennie S. Field, Wm. Johnston	21.10 acres off of the North end of the East ½ of fractional North-east ¼.....	1	36	7	$105.00

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1736.	Jennie S. Field, Wm. Johnston	40 acres off of the South end of the East ½ of fractional North-east ¼	1	36	7	$25.00
1737.	Hjalmar Carlson	North-west ¼ of the South-west ¼	1	36	7	$180.00
1858.	John A. Swanson	That part of lot No. 1 in the South-east ¼	36	37	7	$440.00
1859.	John A. Sanson	That part of lot No. 1 in the North-east ¼	36	37	7	$580.00
1860.	Charles Swanson	Lot No. 4	36	37	7	$360.00
1861.	Edgar D. Sargent	40 acres off of the South end of lot No. 5, in the South west ¼	36	37	7	$800.00
1862.	Roy B. Tabor, Trustee in Bankruptcy of George W. Stewart and Isaac Crisman (Tax Title Deed)	North West ¼ of the South-west ¼	36	37	7	$310.00
1863.	Edgar D. Sargent	#5 in the South-west ¼ except 40 acres off South end	36	37	7	$565.00
1864.	Jennie S. Field, Wm. Johnston	All of that part of the South-west ¼, South-east ¼ South of the Calumet River	36	37	7	$720.00
970						
1865.	Jennie S. Field, Wm. Johnston	All that part of the North West ¼ of the South East ¼, South and East of the Calumet River	36	37	7	$320.00
1866.	Joseph Bender	20.74 acres off of the North end of lot #7 in the North East ¼	36	37	7	$415.00
1867.	Joseph Bender	The South East ¼ of the South East ¼	36	37	7	$800.00
1868.	Joseph Bender	The North East ¼ of the South East ¼ east of the River	36	37	7	$740.00

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1857.	Peter Crumpacker	The South East ¼ of the South West ¼.....	35	37	7	$10.00
1738.	Swan Swanson	Fractional North West ¼ of the North West ¼, except 1 acre in the North West corner.....	2	36	7	$60.00
1739.	Swan Swanson	The South West ¼ of the North West ¼ North of the River	2	36	7	$760.00
1740.	John A. Dainelson	Fractional North-east ¼ of the North-west ¼....	2	36	7	$440.00
1741½.	John A. Dainelson.....	South East ¼ of the Fractional North West ¼ North of the River.....	2	36	7	$340.00
1741.	Harriett D. Miller.....	West ½ of the South west ¼, West of the Calumet River	2	36	7	$420.00
1742.	Peter Crumpacker	That part of the North-west ¼ which lies South of River	2	36	7	$460.00
1743.	Peter Crumpacker	The North West ¼ of the South West ¼ East of the Calumet River	2	36	7	$415.00
1744.	Peter Crumpacker	The South West ¼ of the South West ¼ East of the Calumet River	2	36	7	$705.00
971						
1745.	Peter Crumpacker	The North-east ¼ of the South-west ¼.....	2	36	7	$800.00
1746.	Peter Crumpacker	The South-east ¼ of the South-west ¼.....	2	36	7	$445.00
1747.	Jane E. Crissman	The West ½ of the North-east ¼, East and South of the Calumet River, except 40 acres off the South end	2	36	7	$390.00
1748.	Jane E. Crissman.....	40 acres off the South end of the West ½ of the Fractional North-east ¼, East and South of the Calumet River	2	36	7	$800.00
1749.	Jane E. Crissman	The North-west ¼ of the South-east ¼.....	2	36	7	$625.00
1750.	Isaac Crissman.....	The South-west ¼ of the South-east ¼.....	2	36	7	$190.00
1751.	Hjlmar Carlson	The South-east ¼ of the South-east ¼.....	2	36	7	$90.00

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1752.	Hjlmar Carlson	The South ½ of the North-east ¼ of the South-east ¼	2	36	7	$100.00
1753.	Joseph Bender	The North ½ of the North-east ¼ of the South-east ¼	2	36	7	$300.00
1754.	Jennie S. Field, Wm. Johnston	The South East ¼ of the North-east ¼	2	36	7	$800.00
1755.	Jennie S. Field, Wm. Johnston	The North-east ¼ of the South-east ¼, South of the Calumet River	2	36	7	$390.
1755½.	Jennie S. Field, Wm. Johnston	That part of the North East ¼ of the North-east ¼, North of the Little Calumet River.....	2	36	7	$25.00
972						
1776.	Charles Westergren	West 10.80 acres off of the West side of lot #2 in the South east ¼.....	3	36	7	$130.00
1777.	Charles Johnson	The East 11.25 acres of West 22.05 acres of lot #2 in the South east ¼.....	3	36	7	$150.00
1778.	Charles Johnson and D. Strom	The East 28.60 acres of lot #2 in the South East ¼.	3	36	7	$540.00
1779.	* * *	* * * * * * * *		*	*	* *
1780.	Jacob Lenburg	South West ¼ of the South East ¼ (South of the River)	3	36	7	$580.00
1781.	Jacob Lenburg	South East ¼ of the South West ¼, South of the Calumet River	3	36	7	$340.00
1781½.	Baltimore & Ohio Railroad Co.	That part of the South-west ¼ of the South-west ¼ lying North of the right of way of the Baltimore & Ohio Railroad and East and South of the Little Calumet River	3	36	7	$100.00

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1782.	Wabash Railroad Co. ...	West ½ of the South West ¼ South of the Baltimore & Ohio Railroad	3	36	7	$160.00
1784.	Mary C. Rushmore	South 26 acres of lot No. 4, in West ½ of the South-west ¼	3	36	7	$280.00
1785.	Mary C. Rushmore.....	North-east ¼ of the South-west ¼.....	3	36	7	$230.00
1786.	Mary C. Rushmore.....	South 18.63 acres of Lot No. 3 in the East ½ of the South-west ¼.....	3	36	7	$370.00
1787.	Charles Johnson	5.50 acres in the North-west corner of the South 32.05 acres of the East ½ of the fractional North-east ¼	3	36	7	$10.00
973						
1788.	Peter Crumpacker	South 32.05 acres of the East ½ of the fractional Northeast ¼ (except 5.50 acres in the North-west corner)	3	36	7	$530.00
1789.	Peter Crumpacker	Lot No. 1, in the East ½ of the South-east ¼.....	3	36	7	$620.00
1790.	Leonard Crissman	West 7 acres of the East ½ of the South-east ¼, South of the Calumet River.....	3	36	7	$140.00
1791.	Lucetta A. Fabian	East 7 acres of the West 14 acres of the East ½ of the South-east ¼, South of the Calumet River..	3	36	7	$140.00
1792.	Ida E. Isbey.....	East 7 acres of the West 21 acres of the East ½ of the South-east ¼ South of the Calumet River...	3	36	7	$140.00
1793.	Erland F. Erlandson.....	East 7 acres of the West 28 acres of the East ½ of the South-east ¼, South of the Calumet River....	3	36	7	$140.00
1794.	Ann E. Blake.....	East 20 acres of the East ½ of the South East ¼ South of the Calumet River	3	36	7	$360.00
974						
1920.	Jane E. Crissman	North East ¼ of the North East ¼, except Railway.	10	36	7	$65.00
1922.	Cynthia Lenberg	East ½ of the West ½ of the North-east ½, North of the Baltimore & Ohio Railroad.....	10	36	7	$15.00

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1923.	Nicholas Baker and Michael Baker	East ½ of the West ½ of the North-east ¼ South of the Baltimore and Ohio Railroad, except Railroad	10	36	7	$30.00
1924.	Gertrude Baker	South 289½ feet of the West ½ of the South West ¼, of the South East ¼	10	36	7	$20.00
1925.	Henry C. L. Manteuffel..	North 8.50 acres of the South 13.25 acres of the West ½ of the West ½ of the North-east ¼	10	36	7	$40.00
1926.	A. F. Adamson and C. E. Adamson	West ½ of the West ½ of the North-east ¼, except 13.25 — off South end and except Railway.....	10	36	7	$180.00
1927.	Swan J. Johnson.....	East ½ of the North-east ¼ of the North-west ¼, except Railway	10	36	7	$300.00
1928.	Maria Dombey	West ½ of the North East ¼ of the North West ¼, except Railway	10	36	7	$360.00
1929.	John Malmstein	North-west ¼ of North-west ¼, except all that part owned by Wabash Railway Co.....	10	36	7	$630.00
975						
1930.	Henry Luhr	South-west ¼ of North-west ¼.....	10	36	7	$400.00
1931.	Henry Luhr	West ¼ of West ½ of South-East ¼ of North West ¼	10	36	7	$100.00
1932.	Henry Luhr	West ½ of West ½ of South-west ¼, except Railway	10	36	7	$35.00
1933.	Henry Fehrman and Minnie Fehrman	East ½ of West ½ of South-west ¼ except Railway.	10	36	7	$50.00
1935.	Clara Tucek	North-east ¼ of South-west ¼.....	10	36	7	$120.00
1936.	Clara Tucek	East ¾ of South-east ¼ of North-west ¼, except 5.25 acres off West side	10	36	7	$250.00
1937.	Lake Shore Sand Co.....	North-west ¼ of South-east ¼.....	10	36	7	$15.00

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1813.	Nels Hogland	All that part of West ½ of North West ¼ South of Indian Boundary line	33	37	6	$10.00
1814.	Nels Hogland	All that part of West ½ of North-west ¼, North of Indiana Boundary line	33	37	6	$15.00
1808.	Gustaf A. Wennerstrom	22.42 acres off West side of East ½ of lot No. 4 and 4.62 acres off West side Lot No. 2	33	37	6	$10.00
1809.	Helena G. Wennerstrom	West 57½ rods of East 181¾ rods of North ½ South of Railway	33	37	6	$15.00
976						
1815.	Andrew J. Lindquist, and Hulda S. Lindquist	40 acres off West side of that part of North-west ¼ which lies North of Calumet River	33	37	6	$30.00
1816.	Andrew J. Lindquist, and Hulda S. Lindquist	32.1 acres off East side of that part of North-west ¼ North of the Calumet River	33	37	6	$20.00
1757.	Peter Crumpacker	All that part of West 40 rods of West ½ South of Indian Boundary line and North of the Calumet River	32	37	6	$75.00
1758.	S. A. Samuelson	West ½ of the Northeast ¼ South of the Indian Boundary line, and North of the Calumet River	32	37	6	$35.00
1759.	S. A. Samuelson	East ½ of West ½ South of Indian Boundary line and North of Calumet River	32	37	6	$25.00
1760.	—— ——	East ½ of West ½ of West ½ South of Indian Boundary line and North of Calumet River	32	37	6	$50.00
1765.	Anna Julia Carlson	East 29.65 acres of Fractional East ½ North of Calumet River	32	37	6	$60.00
1768.	John and Louisa Lawson	Lot No. 3	32	37	6	$25.00
1769.	John and Louisa Lawson	All of lots # 1 and # 2 in South ½ of Northeast ¼ South of the Calumet River	32	37	6	$45.00
1766 and 1767.	Albert Nyquist	North 40 acres Lot # 4	32	37	6	$25.00

977 Heath's Addition to East Chicago, being a subdivision of Lot 2 in Section 36, Township 37 North, Range 7 West, will be benefited, and the lots of said Addition and the names of owners are as follows: (Each and every lot in the Subdivision aforementioned, hereafter described, is assessed at $5.00 per lot separately).

No.	Owners.	Lots.	Block.	Benefited.
2431.	John Heathcock	1, 2	27	$10.00
2432.	Justin Hollyhopple	3, 4	27	$10.00
2433.	August Schram	1 to 10, inc	24	$50.00
2434.	John Rolf	11 to 15 Inc	24	$25.00
2435.	August Schram	16, 17	24	$10.00
2436.	Johannah Masser	18	24	$15.00
2437.	Renhart Myer	1 to 20 Inc	23	$100.00
2438.	August Schram	7 to 10 Inc	19	$20.00
2439.	Fred Heimberg	11, 12	19	$10.00
2440.	John Taylor	13	19	$5.00
2441.	Adolph Ott	14	19	$5.00
2442.	James Rea	15 to 17, Inc	19	$15.00
2443.	James McKeagan	18	19	$5.00
2444.	Johanna Reimer	19, 20	19	$10.00
2445.	Mary Broadbent	8, 9, 10	20	$15.00
2446.	Joseph Parkman	18 to 20 Inc	20	$15.00
2447.	Hannah M. Murry	1, 2	17	$10.00
2448.	J. W. Salt	3, 4	17	$10.00
2449.	Frank Locoria	5, 6	17	$10.00
2450.	James Monnahan	7, 8	17	$10.00
2451.	Rosa Foster	9, 10	17	$10.00
2452.	Julius Libman	11, 12	17	$10.00
2453.	John P. Rosiet	13 to 17 Inc	17	$25.00
2454.	Alonzo Frank	18 to 20 Inc	17	$20.00
2455.	Henry Fisher	8 to 10 Inc	18	$15.00

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2456.	Vincent Trocola	11, 12, 13	16	$15.00
2457.	Antonia Virills	14, 15	16	$10.00

978 Heath's Addition to East Chicago (Continued).

2458.	Nicola Booe	16, 17	16	$10.00
2459.	H. S. Sparrow	18, 19, 20	16	$15.00
2460.	Nels Nicholson	1, 2	15	$10.00
2461.	August Schram	3	15	$5.00
2462.	Essie M. Conlan	4	15	$5.00
2463.	Julius A. V. Phillips	5	15	$5.00
2464.	Anna J. Buckler	6, 7, 8	15	$15.00
2465.	Arthur J. Rosler	9, 10	15	$10.00
2466.	H. S. Sparrow	18, 19, 20	15	$15.00
2467.	George A. Morris	1 to 4 Inc	11	$20.00
2468.	T. H. Ruess	5, 6	11	$10.00
2469.	Bownsina & Heike	7, 8	11	$10.00
2470.	Nathaniel Lay	9	11	$5.00
2471.	Howard Simmons	10	11	$5.00
2472.	Gusseppe Barbino	11	11	$5.00
2473.	Emma Nemitz	12	11	$5.00
2474.	Basgandas Gortes	13	11	$5.00
2475.	Eberhart Gangolf	14 to 19 Inc	11	$30.00
2476.	Benjamin Huka	20	11	$5.00
2477.	Hannah Casey	11, 12	12	$10.00
2478.	Meltom M. Green	13 to 16 Inc	12	$20.00
2479.	August Schram	1, 2	7	$10.00
2480.	F. B. Richmond	3	7	$5.00
2481.	Wm. D. Port	4	7	$5.00
2482.	H. W. Peterson	5, 6, 7, 8	7	$20.00

979 Heath's Addition to East Chicago (Continued).

No.	Owners.	Lots.	Block.	Benefited.
2483.	August Schram	9	7	$5.00
2484.	August Schram	10	7	$5.00
2485.	H. W. Peterson	11	7	$5.00
2486.	Chas. E. Cessna	12, 13, 14	7	$15.00
2487.	August Schram	15	7	$5.00
2488.	August Schram	17, 18	7	$10.00
2489.	Edward Grob	10	3	$5.00
2490.	Julius A. V. Phillips	9	3	$5.00

980 Ainsley's First Addition to Dune Park, being a Subdivision of 7½ acres (more or less) lying in the West ½ of North-west ¼ of Section 31, Township 37 North, Range 6 West, will be benefited, and the lots in said Addition and the names of owners are as follows:

2410.	Annie W. Frank	1, 2, 3	..	$15.00
2411.	Mary C. Reynolds	4, 5	..	$10.00
2412.	Ormsley E. Pettet	6	..	$5.00
2413.	Lottie M. Hitz	7	..	$5.00
2414.	Ansley Hitz	8 to 14, inc	..	$35.00
2415.	Louisae Schalholm	15, 16	..	$10.00
2416.	Rositta Finfrock	17, 18	..	$10.00
2417.	Lewis Catley	40 to 43, inc	..	$20.00
2418.	Lottie M. Hitz	44	..	$5.00
2419.	Lovelland Cramer	45, 46	..	$10.00
2420.	Nellie M. Schubert	47, 48	..	$10.00
2421.	Ansley Hitz	49	..	$5.00
2422.	Lovelland Cramer	50, 51	..	$10.00
2423.	Lottie M. Hitz	52 to 60, inc	..	$45.00

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2424.	Lottie M. Hitz	61, 62	..	$10.00
2425.	John Cassady	63, 64	..	$10.00
2426.	Tellmar R. Pettet	65	..	$5.00
2427.	Eswald Pettet	66	..	$5.00
2428.	Paul Pettet	67	..	$5.00
2429.	F. W. Bradley	68, 69	..	$10.00
2430.	Ansley Hitz	70, 71	..	$10.00

981

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
2101.	Carl O. and Lewis E. Johnson	Northeast ¼ of Southeast ¼	6	36	6	$30.00
2103.	Jennie S. Field, Wm. Johnston	Northeast ¼ of Southwest ¼	1	36	7	$60.00
2106.	Stebbins & Putney	West ½ of Southwest ¼ of Southeast ¼	35	37	7	$20.00
2107.	Mary Johnson	East ½ of Southwest ¼ of Southeast ¼ North of River	35	37	7	$180.00
2108.	Charles Swanson	Southeast ¼ of Southeast ¼ North of River	35	37	7	$540.00
2109.	Abe Rudskoff	East ½ of Southwest ¼ of Southeast ¼ South of River	35	37	7	$40.00
2109½.	Jennie S. Field, Wm. Johnston	And Southeast ¼ of Southeast ¼, S. of River	35	37	7	$190.00
2113.	Krug Land Company	South 32.07 acres of West ½ of Fractional Northeast ¼	3	36	7	$30.00
2114.	Henry Tehrim	5.16 acres in West side of 8¾ of Southeast of ¼ of Northwest ¼	10	36	7	$50.00
2115.	Wabash Railway Company	In Northwest corner of Northwest ¼	10	36	7	$120.00
2116.	Jane E. Crisman	West ½ of Northwest ½ except Railroads	11	36	7	$125.00

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
2117.	Isaac Crisman	East ½ of Northwest ¼ North of Baltimore & Ohio Railroad	11	36	7	$115.00
2118.	Knickerbocker Ice Company	North ½ of Northwest ¼ of Northeast ¼.....	11	36	7	$20.00

982 The Rights-of-way of the Railroads together with the names of the same and the description of such right-of-way and the amount set opposite the same that will be benefited in excess of damages by the construction of said ditch are as follows:

1718.	J. P. Goodrich, Receiver for the Chicago, Cincinnati & Louisville Railroad Company, and the Chicago, Cincinnati & Louisville Railroad Company	Right-of-way through Lake County, Indiana.....	17 20 21	36	9	$2,330.
1717.	Chicago & Erie Railroad Company	Right-of-way through Section Lake County, Indiana.....	17 20 21	36	9	$2,330.
1719.	Indiana Harbor Railroad Company	Right-of-way through Lake County, Indiana.....	16 23	36	9	$2,330.
1720.	Elgin, Joilet & Eastern Railway Company (also called Griffith & Northern Railway Company	Right-of-way through	14 23	36	9	$2,330.

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1716.	New York, Chicago & St. Louis Railway Company)	Lake County, Indiana					
		Right-of-way through Section	19				
		also through Section	20	36	8		
			14				$5,000.
		Also through Sections	15	36	9		
1715.	Pittsburgh, Fort Wayne & Chicago Railroad Company	Lake County, Indiana	24				
		Right-of-way through Sections	23				
		Lake County, Indiana	14	36	8		$4,500.
983			15				
1713.	Michigan Central Railroad Company	Right-of-way through Section	18	36	7		
		Also through Sections	11				
		in Lake County, Indiana	13	36	8		$2,000.
2061.	Montpelier & Chicago Railroad Company (sometimes called the Wabash Railroad Company		14				
		Right-of-way through Section	10	36	7		
		Porter County, Indiana and Section	9	36	7		$1,125.
		Lake County, Indiana					
2059.	Baltimore & Ohio Railroad Company	Right-of-way through Sections	3				
		Porter County, Indiana	10	36	7		$2,000.

984 The Right of Way and Easement and Pipe Line together with the name of the owners thereof, and the amount set opposite the name and the description of Pipe Line hereinafter set forth, and the amount that the same will be benefited in excess of damages, by the construction of said ditch is as follows:

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
2600.	Indiana Natural Gas and Oil Company	Right of Way across Sections.....	16 21	36	8	$200.00

985 The names of the Trustees together with the Townships in Lake and Porter Counties, that will be benefited, and the names of the incorporated towns that will be benefited in excess of damages, are as follows:

1705.	John C. Becker, as Township Trustee of North Township, and North Township, Lake County, Indiana	All public highways of North Township, which are situated within the marsh and low ground comprising the Little Calumet River Basin.....	$30,000.00
1706.	Alex. Jamieson, as Township Trustee of Calumet Township, and Calumet Township, Lake County, Indiana	All public highways of Calumet Township which are situated within the marsh and low grounds comprising the Little Calumet River Basin.....	$25,000.00
1707.	(Out.)		

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The names of the Trustees, Townships, and Incorporated Towns (continued).

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
2072.	Clarence E. Fifield, as Township Trustee of Portage Township, and Portage Township, Porter County, Indiana...	All public highways of Portage Township which are situated within the marsh and low grounds comprising the Little Calumet River Basin.....				$15,000.00
2084.	Antone R. Gustafson, as Township Trustee, of Westchester Township, and Westchester Township, Porter County, Indiana	All public highways of Westchester Township which are situated within the marsh and low ground comprising the Little Calumet River Basin.....				$1,000.00
1710.	The City of Gary, Indiana	All the streets and alleys and public highways of the town of Gary, which are situated within the marsh and low ground comprising the Little Calumet River Basin.....				$20,000.00
	The Town of East Gary, Indiana	All the streets and alleys and public highways of the town of East Gary, which are situated within the marsh and low ground comprising the Little Calumet River Basin.....				$10,000.00

987 The following Lots, Blocks, Tracts of Land and the rights-of-way of the Railroads, and the County of Lake property that will be damaged in excess of benefits in the following amounts set opposite the names of the owners of such property, and the description thereof, are as follows:
are situated within the marsh and low ground

No.	Owners.	Description.	Sec.	Twp.	R.	Damaged.
2039.	Francis A. Ogden.....	Fractional North-east ¼ of North-west ¼, being the North 20.78 acres more or less of Lot 3.....	25	37	7	$6,350.00
2038.	Francis A. Ogden.....	South-east ¼ of North-west ¼ (Being the South 40 acres of Lot 3).....	25	37	7	$750.00
2029.	Knickerbocker Ice Company	South-east ¼ of South-west ¼.....	25	37	7	$700.00
1870.	Knickerbocker Ice Company	North ½ of that part of the East ½ of the North-west ¼ lying North of the Indian Boundary Line	36	37	7	$450.00
2105.	Knickerbocker Ice Company	South ½ of that part of the East ½ of the North-west ¼ lying North of the Indian Boundary Line	36	37	7	$450.00
2049.	Chicago, Indiana & Southern Railroad Company.	Right of way through.....	36	37	7	$17,000.
2058.	Lake Shore & Michigan Southern Railway Company	Right of way through.....	36	37	7	$35,000.
2066.	Chicago, Lake Shore & South Bend Railway...	Right of way through.....	36	37	7	$10,000.
2558.	Lake County	Damages to Bridges and highways.....				$200.

988 The following portion of Heath's Addition to East Chicago, being a Subdivision of Lot 2 in Section 36, Township 37 North, Range 7 West, will be damaged, and the lots in said Addition so damaged and the names of the owners are as follows:

No.	Owners.	Lots.	Block.	Damaged.
2491.	F. B. Parks	1, 2, 3	1	$45.00
2492.	Elizabeth Pike	4	1	$15.00
2493.	F. B. Parks	22, 23	2	$30.00
2494.	Alige Bienna	21	2	$15.00
2494.	Chas. Harrer	8, 9, 10	4	$45.00
2494½.	B. Kirkpatrick	7	4	$5.00
2496.	Fritz Bosert	11, 12, 13	4	$45.00
2497.	John Taylor	14	4	$15.00
2498.	F. B. Parks	15 to 20, inc	4	$90.00
2499.	Chas. Fohrman	1, 2	8	$30.00
2500.	L. C. Rittenhouse	3	8	$15.00
2501.	H. W. Peterson	4	8	$15.00
2502.	Herring Heike	5, 6	8	$20.00
2503.	Samuel Valentine	7, 8, 9, 10	8	$15.00
2504.	H. W. Peterson	11, 12, 13	8	$30.00
2505.	Fred Cogswell	14, 15	8	$30.00
2506.	L. C. Rittenhouse	16	8	$15.00
2507.	Theda M. Withrell	17, 18, 19	8	$45.00
2508.	Mary E. Lewis	1, 2, 3	12	$15.00
2509.	Melton M. Green	4, 5, 6	12	$15.00
2510.	Matilda Lundgren	7, 8	12	$10.00
2511.	Mary Foley	9, 10	12	$10.00
2512.	Lizzie Schymm	17	12	$5.00
2513.	Dora Hult	18	12	$5.00

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989 Damaged portion of Heath's Addition to East Chicago (continued).

No.	Owners.	Lots.	Block.	Damaged.
2514.	W. T. Code	19	12	$5.00
2515.	F. M. Hay	20	12	$5.00
2516.	Chas. E. Cassna	11	15	$5.00
2517.	Henry Boeltcher	12	15	$5.00
2518.	William Satman	13 to 16, inc	15	$20.00
2519.	H. S. Sparrow	17, 18	15	$10.00
2520.	August Zarlowski	1	16	$5.00
2521.	A. E. Todhunter	2	16	$5.00
2522.	Fred Steele	3, 4	16	$10.00
2523.	H. S. Sparrow	5, 6, 7, 8	16	$20.00
2524.	Vincent Robelletta	9, 10	16	$10.00
2525.	August Schram	1 to 8, inc	19	$40.00
2526.	Johanna Reimer	19, 20	19	$10.00
2527.	Mary Broadbent	7, 8	20	$10.00
2528.	Ida Anderson	6	20	$5.00
2529.	William Rodger	4, 5	20	$10.00
2530.	Carl Smith	1, 2, 3	20	$15.00
2531.	Elnora Fyfe	11 to 17, inc	20	$35.00
2532.	Carvil D. James	1, 2, 3, 4, 6, 7	25	$30.00
2533.	Johannah Massner	19. 20	24	$10.00

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990 *Engineer's Report.*

We have determined definitely the best and cheapest method of drainage to be by the construction of a Main Ditch and an arms or branches thereto, the termini and route of which are as follows:

A ditch to be known as the Main Ditch, commencing at a point in Lake Michigan which is 231.4 feet south and 927.3 feet west of the pipe at the North east corner of lot three (3) in Section twenty-five (25), township thirty-seven (37) North, range seven (7) west in Porter County, Indiana, and thence South 7 degrees 18 minutes east 1913.1 feet, thence by a curve of two degrees to the right 281 feet, thence south 1 degree 41 minutes east 3092.4 feet, thence by a curve of four (4) degrees to the left 310.7 feet, thence south 14 degrees 17 minutes east 1102.8 feet, thence by a curve of 10 degrees to the right 600 feet, thence south 45 degrees 53 minutes west 3600 feet, thence by a curve of six degrees to the right 200 feet, thence south 57 degrees 53 minutes west 2384.7 feet, thence by a curve of six (6) degrees to the right 192.1 feet, thence south 69 degrees 25 minuts west 6761.8 feet thence by a curve of 15 degrees to the left 308 feet, thence south 23 degrees 13 minutes west 1038.4 feet, thenc by a curve of 11 degrees 9 minutes to the right 377.7 feet, thence south 66 degrees 31 minutes west 14,745.3 feet, thence south 75 degrees 38 minutes west 4,169 feet, thence by a curve of 8 degrees to the left 445 feet, thence south 40 degrees 2 minutes west 312.5 feet, thence south 26 degrees 52 minutes west 2095.9 feet, thence south 11 degrees 27 minutes west 469.6 feet and there terminating in Deep River at a point 1,251 feet east and 852 feet north of the south west corner of section 13, township thirty-six (36) north, range eight (8) west in Lake County, Indiana.

991 A ditch to be known as the Salt Creek Arm.

Commencing in the Main Ditch as above described at Station number 63 plus 30.4 feet and thence by a curve of four degrees to the left 1930.7 feet, thence north 88 degrees 39 minutes east 5619.3 feet and there terminating in the Little Calumet River at the mouth of Salt Creek at a point 1,230 feet east and 1,010 feet south of the center of section thirty-one (31) township thirty-seven (37) north, range six (6) west in Porter County, Indiana.

The total length of proposed ditch as above described is 51,950 feet of which 29,650 feet lies in Porter County, Indiana and 22,300 feet in Lake County, Indiana.

We have determined that the best and cheapest method of drainage will be by the construction of an artificial channel and open ditch upon the route above described by the use of dredges and steam shovels.

The Main Ditch from station 0 to station 63 plus 30.4 feet shall have a base width of seventy feet with side slopes of two feet horizontal to one foot vertical.

The Main Ditch from Station 63 plus 30.4 feet to station 445 shall have a base width of fifty feet with side slopes of one foot horizontal to one foot vertical.

The Salt Creek Arm from Station 0 to station 9 shall have a base width of fifty feet with side slopes of one foot horizontal to one foot vertical.

The Salt Creek Arm from station 9 to station 75 plus 50 shall have a base width of forty feet with side slopes of one foot horizontal to one foot vertical.

992 We have divided the ditch into stations not exceeding one hundred feet in length, have established grades for the construction of said ditch, have established permanent bench marks, which are indicated on the profile filed herewith, and have computed the number of cubic yards of excavation in each section or station which is shown in the following tabular form.

993 Main Ditch.

Engineer's Report.

Number of station.	Depth of cut in feet.	Width of base in feet.	Width of top in feet.	Cubic yards per station.
0	5.0	70	90.0	
1	9.2	70	106.8	2,225
1.96	15.3	70	141.4	4,587
3	16.3	70	154.5	7,313
3.46	14.8	70	150.0	3,233
4	16.3	70	172.0	3,925
5	20.5	70	180.7	8,939
6	24.8	70	184.8	10,136
7	20.6	70	171.4	11,001
8	25.1	70	256.8	12,715
8.44	17.4	70	281.0	9,385
9	23.1	70	347.3	13,865
10	22.6	70	263.0	21,207
11	21.6	70	161.6	11,201
12	22.9	70	166.0	9,492
13	22.3	70	234.0	9,927
14	23.6	70	231.0	11,823
14.48	26.8	70	299.0	10,267
15	43.0	70	223.0	13,597
15.44	59.2	70	254.0	11,982
16	57.1	70	267.0	18,545
16.40	54.2	70	239.0	9,917
16.81	27.5	—70	217.0	10,132
18.0	27.9	70	188.5	16,277
19	26.5	70	196.5	14,268
20	26.9	70	191.0	14,032
21	29.1	70	201.0	14,222
22	35.3	70	201.5	16,414
23	34.4	70	206.5	17,739
24	28.7	70	227.5	16,222
24.69	53.6	70	280.0	16,995
25	43.5	70	254.0	9,435

Number of station.	Depth of cut in feet.	Width of base in feet.	Width of top in feet.	Cubic yards per station.
25.48	43.5	70	221.0	10,850
26	37.0	70	217.0	10,476
27	34.1	70	213.5	18,944
27.16	33.8	70	225.0	2,940
28	29.6	70	213.0	15,620
28.44	30.1	70	227.5	7,870
29.35	56.3	70	246.5	21,510
29.76	44.3	70	226.0	11,039
30.52	37.0	70	219.0	16,718
31	33.8	70	223.0	8,340
32	31.9	70	224.0	18,326
33	32.7	70	204.0	17,440
34	30.3	70	194.5	15,858
35	29.5	70	188.0	14,556
36	27.7	70	180.8	13,500
37	29.9	70	189.6	13,630
38	29.3	70	186.8	14,130
39	29.5	70	188.0	14,000
40	29.9	70	189.6	14,240

994 Main Ditch.

Engineer's Report.

41	31.3	70	195.2	14,870
42	36.8	70	217.2	17,463
43	27.2	70	178.8	17,775
44	26.6	70	176.4	11,233
45	26.5	70	176.0	10,259
46	26.8	70	177.2	10,314
47	29.7	70	188.8	13,241
47.14	34.0	70	200.0	2,164
47.50	34.0	70	200.0	6,100
48	28.6	70	184.4	7,611
48.85	39.2	70	200.0	13,563
49.50	35.6	70	193.0	12,150
50	35.1	70	202.0	8,130
51	33.1	70	224.0	19,555
51.48	39.1	70	216.0	9,707
52	37.1	70	211.0	9,820
53	29.6	70	193.0	17,040
54	27.9	70	182.0	15,477
55	29.0	70	200.5	15,672
56	32.1	70	210.5	15,427
57	31.2	70	186.0	15,203
58	29.0	70	183.0	15,060
59	28.3	70	184.0	13,454
59.75	30.5	70	191.0	10,420
60.38	46.8	70	285.0	8,446

Number of station.	Depth of cut in feet.	Width of base in feet.	Width of top in feet.	Cubic yards per station.
61.30	28.0	70	227.0	19,920
62	35.6	70	246.0	12,822
63	24.6	70	194.7	21,943
63.30	23.9	70	165.6	18,714
(Total Cu. yds. Sta. 1 to Sta. 63.3)				987,144

995 Main Ditch.

Engineer's Report.

63.304	21.9	50	93.8	
64	21.3	50	92.6	4,010
65	21.2	50	92.4	5,608
66	20.8	50	91.6	5,520
67	20.8	50	91.6	5,454
68	20.6	50	91.2	5,420
69	20.6	50	91.2	5,387
70	20.6	50	91.2	5,387
71	21.1	50	92.2	5,472
72	21.0	50	92.0	5,539
73	20.4	50	90.8	5,421
74	20.9	50	91.8	5,422
75	19.3	50	88.6	5,221
75.25	16.7	50	83.4	
75.40	16.7	50	83.4	1,650
75.40	19.3	50	88.6	
76	21.0	50	92.0	2,143
77	21.4	50	92.8	5,591
78	22.0	50	94.0	5,763
79	21.1	50	92.2	5,712
80	21.5	50	93.0	5,625
81	20.9	50	91.8	5,609
82	21.0	50	92.0	5,505
83	20.3	50	90.6	5,404
84	20.5	50	91.0	5,319
85	21.6	50	93.2	5,541
85.74	18.8	50	87.6	3,892
85.74	16.3	50	82.6	
86.44	16.3	50	82.6	2,802
86.44	18.7	50	87.4	
87	20.5	50	91.0	2,831
88	20.9	50	91.8	5,421
89	20.8	50	91.6	5,471
89	16.1	50	82.2	
89.35	16.1	50	82.2	1,380
89.35	20.6	50	81.2	
90	21.3	50	82.6	3,579
91	21.1	50	82.2	5,591

Number of station.	Depth of cut in feet.	Width of base in feet.	Width of top in feet.	Cubic yards per station.
92	20.9	50	81.8	5,522
93	21.0	50	92.0	5,505
93.84	18.4	50	86.8	4,276
93.84	15.9	50	81.8	
94.29	15.9	50	81.8	1,746
94.29	15.4	50	86.8	
95	20.6	50	91.2	3,565
96	19.8	50	89.2	5,253
97	21.1	50	90.2	5,169
98	20.0	50	90.0	5,202
99	19.6	50	89.2	5,119
100	20.3	50	90.6	5,169
100.73	18.0	50	86.0	3,583
100.73	15.05	50	81.0	
101.23	15.5	50	81.0	1,880
101.23	17.5	50	85.0	

996 Main Ditch.

Engineer's Report.

102	19.5	50	89.0	3,518
103	20.0	50	90.0	5,102
105	19.9	50	89.8	5,169
105.64	18.0	50	86.0	3,099
105.64	15.5	50	81.0	
106.29	15.5	50	81.0	2,443
106.29	17.5	50	85.0	
107	19.9	50	89.8	3,381
108	18.9	50	87.8	4,987
108.7	18.4	50	86.8	332
108.7	16.0	50	82.0	
108.62	16.0	50	82.0	2,156
108.62	18.4	50	86.8	
109	20.4	50	90.8	1,896
110	20.5	50	91.0	5,336
111	19.5	50	89.0	5,186
112	19.3	50	88.6	4,986
113	20.8	50	91.6	5,204
114	21.1	50	92.2	5,505
115	21.2	50	92.4	5,573
116	21.1	50	92.2	5,573
117	21.4	50	92.8	5,608
118	21.4	50	92.8	5,659
119	20.9	50	91.8	5,574
120	21.3	50	92.6	5,555
121	21.1	50	92.2	5,591
122	21.0	50	92.0	5,539
123	20.9	50	91.8	5,505

Number of station.	Depth of cut in feet.	Width of base in feet.	Width of top in feet.	Cubic yards per station.
124	20.7	50	91.4	5,454
125	20.5	50	91.0	5,387
126	20.2	50	90.4	5,302
127	20.1	50	90.2	5,235
128	20.1	50	90.2	5,218
129	19.5	50	89.0	5,119
130	20.0	50	90.0	5,102
131	20.1	50	90.2	5,202
132	19.7	50	89.4	5,152
133	19.5	50	89.0	5,052
135	19.4	50	88.8	5,003
136	19.1	50	88.2	4,937
137	19.1	50	88.2	4,888
138	19.3	50	88.6	4,921
139	19.1	50	88.2	4,921
140	18.5	50	87.0	4,791
141	17.8	50	85.6	4,582
142	18.4	50	86.8	4,566
143	18.6	50	87.2	4,694
144	18.4	50	86.8	4,694
145	18.6	50	87.2	4,694
146	17.7	50	85.4	4,582
997	Main Ditch.			
	Engineer's Report.			
147	18.7	50	87.4	4,598
148	18.6	50	87.2	4,742
149	18.5	50	87.0	4,710
150	19.2	50	88.4	4,809
151	18.9	50	87.8	4,872
151.58	18.0	50	86.0	2,713
151.58	14.0	50	78.0	
152.32	14.0	50	78.0	2,456
152.23	18.0	50	86.0	
153	20.3	50	90.6	3,338
154	19.2	50	88.4	5,103
155	19.2	50	88.4	4,921
156	18.4	50	86.8	4,791
157	19.1	50	88.2	4,775
158	19.0	50	88.0	4,872
159	18.6	50	87.2	4,791
160	18.5	50	87.0	4,525
161	18.0	50	86.0	4,614
162	18.8	50	87.6	4,662
163	18.2	50	86.4	4,694
164	18.1	50	86.2	4,581
165	18.3	50	86.6	4,597

Number of station.	Depth of cut in feet.	Width of base in feet.	Width of top in feet.	Cubic yards per station.
166	16.3	50	82.6	4,316
167	16.4	50	82.8	4,018
168	18.1	50	86.2	4,299
169	17.7	50	85.4	4,502
170	17.9	50	85.8	4,470
171	18.1	50	86.2	4,533
172	18.1	50	86.2	4,565
173	18.0	50	86.0	4,549
174	18.0	50	86.0	4,533
175	18.0	50	86.0	4,533
176	18.1	50	86.2	4,549
177	17.8	50	85.6	4,517
178	18.0	50	86.0	4,502
179	17.9	50	85.8	4,517
180	18.1	50	86.2	4,533
181	18.4	50	86.8	4,613
182	18.2	50	86.4	4,629
183	18.2	50	86.4	4,597
184	18.4	50	86.8	4,629
185	18.3	50	86.6	4,645
186	18.7	50	87.4	4,694
187	18.0	50	86.0	4,646
188	18.3	50	86.6	4,581
189	18.5	50	87.0	4,661
190	19.0	50	88.0	4,775
191	19.1	50	88.2	4,872
192	18.6	50	87.2	4,807
193	18.4	50	86.8	4,694
194	18.3	50	86.6	4,643
195	18.6	50	87.2	4,678

998 Main Ditch.

Engineer's Report.

196	18.6	50	87.2	4,726
197	18.5	50	87.0	4,709
198	18.6	50	87.2	4,710
199	18.1	50	86.2	4,646
200	18.0	50	86.0	4,549
201	18.1	50	86.2	4,549
202	17.8	50	85.6	4,517
203	17.1	50	84.2	4,360
203.75	17.0	50	84.0	3,175
203.75	12.5	50	75.0	
204	12.5	50	75.0	723
205	12.5	50	75.0	2,893
206	12.5	50	75.0	2,893
207	12.4	50	74.8	2,880

Number of station.	Depth of cut in feet.	Width of base in feet.	Width of top in feet.	Cubic yards per station.
208	12.4	50	74.8	2,866
209	12.4	50	74.8	2,866
210	12.4	50	74.8	2,866
211	12.4	50	74.8	2,866
212	12.4	50	74.8	2,866
213	12.4	50	74.8	2,866
214	12.4	50	74.8	2,866
215	12.4	50	74.8	2,866
216	12.3	50	74.6	2,852
217	12.3	50	74.6	2,838
218	12.3	50	74.6	2,838
219	12.3	50	74.6	2,838
219.47	12.3	50	74.6	1,334
219.47	17.0	50	84.0	
220	17.6	50	85.2	2,286
221	17.3	50	84.6	4,354
222	17.1	50	84.2	4,275
223	17.0	50	84.0	4,234
223.44	17.0	50	84.0	1,856
223.44	12.3	50	74.6	
224	12.3	50	74.6	1,589
225	12.3	50	74.6	2,858
225.21	12.2	50	74.4	593
225.21	17.1	50	84.2	
226	17.1	50	84.2	3,357
227	16.5	50	83.0	4,120
228	16.5	50	83.0	4,064
229	16.3	50	82.6	4,033
229.33	16.2	50	82.4	1,316
229.33	12.2	50	74.4	
230.8	12.2	50	74.4	2,107
230.8	16.2	50	82.4	
231	17.0	50	84.0	3,767
232	16.7	50	83.4	4,172
233.	16.8	50	83.6	4,147
233.20	16.3	50	83.6	831
999	Main Ditch (con.).			
	Engineer's Report.			
233.20	12.2	50	74.4	
234.6	12.2	50	74.4	2,417
234.6	16.8	50	83.6	
235	16.9	50	83.8	3,922
236	16.1	50	82.2	4,064
237	16.4	50	82.8	3,987
238	16.0	50	82.0	3,972
238.47	15.1	50	80.2	1,777

Number of station.	Depth of cut in feet.	Width of base in feet.	Width of top in feet.	Cubic yards per station.
238.47	12.6	50	75.2	
239.3	12.6	50	75.2	1,636
239.3	15.1	50	80.2	
240	16.4	50	82.8	3,722
241	16.6	50	83.2	4,064
242	16.6	50	83.2	4,095
243	15.3	50	80.6	3,898
243	12.6	50	75.2	
244.22	12.6	50	75.2	3,564
244.22	15.1	50	80.2	
245	16.3	50	82.6	3,981
246	16.2	50	82.4	3,987
247	15.6	50	81.2	3,881
248	15.6	50	81.2	3,790
249	15.6	50	81.2	3,790
250	15.4	50	80.8	3,760
251	15.5	50	81.0	3,745
252	15.3	50	80.6	3,730
253	15.4	50	80.8	3,716
254	15.4	50	80.8	3,730
255	16.1	50	82.2	3,836
256	15.7	50	81.4	3,881
257	15.6	50	81.2	3,805
258	15.4	50	80.8	3,760
259	15.6	50	81.2	3,760
260	15.4	50	80.8	3,760
260.40	14.0	50	79.8	1,472
260.40	12.6	50	75.2	
262	12.6	50	75.2	1,753
262	14.8	50	79.6	
263	15.8	50	81.6	3,701
264	15.4	50	80.8	3,790
265	15.5	50	81.0	3,745
266	15.3	50	80.6	3,730
267	15.3	50	80.6	3,700
268	15.5	50	81.0	3,730
269	15.4	50	80.8	3,745
270	15.4	50	80.8	3,730
271	15.3	50	80.6	3,715
272	15.5	50	81.0	3,730
273	15.3	50	80.6	3,730
274	14.3	50	78.6	3,553
1000	Main Ditch (con.).			
	Engineer's Report.			
274.33	14.3	50	78.6	1,124
274.33	12.5	50	75.0	

Number of station.	Depth of cut in feet.	Width of base in feet.	Width of top in feet.	Cubic yards per station.
275.39	12.5	50	75.0	3,067
275.39	14.3	50	78.6	
276	18.0	50	86.0	2,421
276.91	17.7	50	85.4	4,082
276.91	12.4	50	74.8	
277.84	12.4	50	74.8	2,665
277.84	17.7	50	85.4	
278	17.2	50	84.4	597
279	16.2	50	82.4	4,126
280	16.2	50	82.4	3,972
281	16.4	50	82.8	4,003
282	16.4	50	82.8	4,033
283	16.0	50	82.0	3,972
284	15.5	50	81.0	3,836
285	16.4	50	82.8	3,897
286	15.6	50	81.2	3,912
287	15.5	50	81.0	3,775
288	15.6	50	81.2	3,775
289	15.7	50	81.4	3,805
290	15.8	50	81.6	3,835
291	15.7	50	81.4	3,835
292	15.5	50	81.0	3,790
293	15.2	50	80.4	3,715
294	15.2	50	80.4	3,670
295	15.2	50	80.4	3,670
296	15.4	50	80.8	3,700
297	14.9	50	79.8	3,656
298	14.9	50	79.8	3,581
299	15.1	50	80.2	3,611
300	15.1	50	80.2	3,640
301	15.0	50	80.0	3,625
302	14.9	50	79.8	3,596
303	14.7	50	79.4	3,552
304	14.9	50	79.8	3,552
305	14.7	50	79.4	3,552
306	14.3	50	78.6	3,464
307	14.2	50	78.4	3,390
308	14.3	50	78.6	3,390
309	14.3	50	78.6	3,405
310	14.5	50	79.0	3,435
311	14.5	50	79.0	3,464
312	14.5	50	79.0	3,464
313	14.6	50	79.2	3,479
314	14.5	50	79.0	3,479
315	14.4	50	78.8	3,449
316	14.4	50	78.8	3,435
317	14.5	50	79.0	3,449
318	14.2	50	78.4	3,420

1001 Main Ditch (con.).

Engineer's Report.

Number of station.	Depth of cut in feet.	Width of base in feet.	Width of top in feet.	Cubic yards per station.
319	14.2	50	78.4	3,376
320	14.4	50	78.8	3,406
321	14.5	50	79.0	3,449
322	14.1	50	78.2	3,406
323	[illegible]3	50	78.6	3,376
324	14.4	50	78.8	3,420
325	14.4	50	78.8	3,435
326	14.2	50	78.4	3,406
327	14.3	50	78.6	3,391
328	14.3	50	78.6	3,406
329	14.1	50	78.2	3,376
330	14.0	50	78.0	3,333
331	14.2	50	78.4	3,347
332	14.2	50	78.4	3,376
333	14.0	50	78.0	3,347
334	14.1	50	78.2	3,333
335	14.0	50	78.0	3,333
336	14.1	50	78.2	3,333
337	14.0	50	78.0	3,333
338	14.1	50	78.2	3,333
339	14.0	50	78.0	3,333
340	13.9	50	77.8	3,304
341	13.8	50	77.6	3,275
342	13.8	50	77.6	3,261
343	13.8	50	77.6	3,261
344	13.5	50	77.0	3,218
345	13.8	50	77.6	3,218
346	13.8	50	77.6	3,261
347	13.7	50	77.4	3,346
348	13.6	50	77.2	3,218
349	13.6	50	77.2	3,204
350	13.6	50	77.2	3,204
351	13.5	50	77.0	3,189
352	13.4	50	76.8	3,161
353	13.5	50	77.0	3,161
354	13.5	50	77.0	3,175
355	13.3	50	76.6	3,332
356	13.2	50	76.4	3,104
357	13.3	50	76.6	3,104
358	11.7	50	76.6	2,526
359	13.1	50	73.4	2,868
360	13.2	50	76.2	3,076
361	13.2	50	76.4	3,090
362	13.2	50	76.4	3,090
363	12.5	50	76.4	2,991

Number of station.	Depth of cut in feet.	Width of base in feet.	Width of top in feet.	Cubic yards per station.
363.43	10.7	50	75.0	1,139
364	10.7	50	71.4	2,477
364.40	10.7	50	71.4	1,036
1002	Main Ditch (con.).			
	Engineer's Report.			
365	13.3	50	76.6	1,657
366	13.3	50	76.6	3,118
366.69	12.8	50	75.6	2,408
366.79	11.8	50	73.6	
367	11.8	50	73.6	567
368	11.8	50	73.6	2,700
369	11.8	50	73.6	2,700
369.82	11.8	50	73.6	2,214
369.82	12.8	50	75.6	
370	13.1	50	76.2	543
371	13.1	50	76.2	3,061
371.19	12.8	50	75.6	573
371.19	10.8	50	71.6	
371.80	10.8	50	71.6	1,484
371.80	12.8	50	75.6	
372	13.5	50	77.0	615
373	12.7	50	75.4	3,062
374	12.6	50	75.2	2,935
375	12.6	50	75.2	2,921
376	12.7	50	75.4	2,935
377	12.8	50	75.6	2,963
378	11.8	50	73.6	2,839
378	10.7	50	71.4	
379	10.7	50	71.4	2,405
379.5	10.1	50	70.2	116
379.5	12.4	50	74.8	
380	12.5	50	75.0	2,727
380.42	12.5	50	75.0	1,215
380.42	8.7	50	67.4	
381.	8.7	50	67.4	1,087
381	11.9	50	73.8	
382	12.6	50	75.2	2,825
383	12.4	50	74.8	2,894
384	12.2	50	74.4	2,838
385	12.0	50	74.0	2,783
386	12.3	50	74.6	2,797
387	11.9	50	73.8	2,784
388	11.9	50	73.8	2,728
389	12.1	50	74.2	2,756
390	11.8	50	73.6	2,742
391	11.7	50	73.4	2,687

Number of station.	Depth of cut in feet.	Width of base in feet.	Width of top in feet.	Cubic yards per station.
392	11.8	50	73.6	2,687
393	11.9	50	73.8	2,714
394	11.9	50	73.8	2,728
395	12.0	50	74.0	2,742
396	11.6	50	73.2	2,701
397	11.7	50	73.4	2,660
398	11.6	50	73.2	2,660
399	11.7	50	73.4	2,660

1003 Main Ditch (con.).

Engineer's Report.

400	11.8	50	73.6	2,687
401	11.8	50	73.6	2,700
402	11.8	50	73.6	2,700
403	11.8	50	73.6	2,700
404	11.8	50	73.6	2,700
405	11.6	50	73.2	2,674
406	11.8	50	73.6	2,674
407	11.3	50	72.6	2,633
408	11.6	50	73.2	2,606
409	11.7	50	73.4	2,660
410	11.6	50	73.2	2,660
411	11.6	50	73.2	2,647
412	11.7	50	73.4	2,660
413	11.9	50	73.8	2,700
414	11.9	50	73.8	2,728
415	10.8	50	71.6	2,580
416	10.8	50	71.6	2,432
416	7.0	50	64.0	
417	7.0	50	64.0	1,478
418	7.0	50	64.0	1,478
418.90	7.0	50	64.0	1,330
418.90	11.5	50	73.0	
419	11.5	50	73.0	262
420	12.1	50	74.2	2,701
421	11.4	50	72.8	2,688
422	11.6	50	73.2	2,620
423	11.6	50	73.2	2,647
424	11.6	50	73.2	2,647
425	11.6	50	73.2	2,647
426	11.4	50	72.8	2,620
427	11.4	50	72.8	2,593
428	11.4	50	72.8	2,593
429	11.7	50	73.4	2,633
430	11.7	50	73.4	2,674
431	11.9	50	73.8	2,701
432	12.0	50	74.0	2,742

Number of station.	Depth of cut in feet.	Width of base in feet.	Width of top in feet.	Cubic yards per station.
433	12.2	50	74.4	2,783
434	12.2	50	74.4	2,810
435	12.1	50	74.2	2,796
436	12.7	50	75.4	2,866
437	13.0	50	76.0	2,991
438	10.8	50	71.6	2,733
439	13.9	50	77.8	2,861
440	13.1	50	76.2	3,176
440.44	10.6	50	71.2	1,197
440.44	9.6	50	69.2	
441	9.6	50	69.2	1,187
441.20	9.6	50	69.2	424
441.20	10.5	50	71.0	

1004 Main Ditch (con.).

Engineer's Report.

441.90	10.5	50	71.0	1,647
441.90	6.6	50	63.2	
442	6.6	50	63.2	138
443	6.6	50	63.2	1,384
444	6.6	50	63.2	1,384
445	6.6	50	63.2	1,384

(Total Cu. Yds. Sta. 63.304 to Sta. 445)..... 1,455,345

Engineer's Report.

1005 Main Ditch (con.).

Number of station.	Depth of cut in feet.	Width of base in feet.	Width of top in feet.	Cubic yards per station.
0	22.1	50	94.2	
1	21.1	50	92.2	5,729
2	20.9	50	91.8	5,522
3	20.7	50	91.4	5,454
4	20.9	50	91.8	5,454
5	20.7	50	91.4	5,454
6	20.5	50	91.0	5,387
7	20.6	50	91.2	5,370
8	20.7	50	91.4	5,404
9	20.6	50	91.2	5,404

(Total Cu. yds. Sta. 0 to Sta. 9..... 49,178

Number of station.	Depth of cut in feet.	Width of base in feet.	Width of top in feet.	Cubic yards per station.
9	11.5	40	63.0	
10	11.1	40	63.2	2,147
11	11.7	40	63.4	2,170
12	11.9	40	63.8	2,262
13	11.7	40	63.4	2,262
14	12.2	40	64.4	2,299
15	12.4	40	64.8	2,383
16	12.6	40	65.2	2,431
16.60	12.4	40	64.8	1,458
16.60	7.9	40	55.8	
17.20	8.3	40	56.6	835
17.20	12.4	40	64.8	
18	12.3	40	64.6	1,916
19	11.5	40	63.0	2,288
20	11.8	40	63.6	2,229
21	11.5	40	63.0	2,229
22	11.5	40	63.0	2,194
23	11.9	40	63.8	2,241
24	12.3	40	64.6	2,335
25	12.6	40	65.2	2,419
26	12.0	40	64.0	2,383
27	12.9	40	65.8	2,419
28	12.9	40	65.8	2,527
29	13.0	40	66.0	2,540
30	13.1	40	66.2	2,564
31	13.4	40	66.8	2,613
32	13.3	40	66.6	2,638
33	13.4	40	66.8	2,638
34	13.7	40	67.4	2,688
35	13.5	40	67.0	2,700
36	13.6	40	67.2	2,687
37	13.6	40	67.2	2,700
38	13.9	40	67.8	2,737
39	14.2	40	68.4	2,813
40	14.0	40	68.0	2,825
41	14.1	40	68.2	2,813
42	11.6	40	63.2	2,521
43	11.6	40	63.2	2,217
44	11.5	40	63.0	2,205
1006	Main Ditch (con.).			
	Engineer's Report.			
45	11.4	40	62.8	2,182
46	12.4	40	64.8	2,288
47	12.3	40	64.6	2,393
48	12.1	40	64.2	2,359
49	12.2	40	64.4	2,347

Number of station.	Depth of cut in feet.	Width of base in feet.	Width of top in feet.	Cubic yards per station.
50	12.1	40	64.2	2,347
51	11.6	40	63.2	2,276
52	11.5	40	63.0	2,205
53	11.6	40	63.2	2,205
54	11.5	40	63.0	2,205
55	11.7	40	63.4	2,217
56	11.9	40	63.8	2,264
57	11.8	40	63.6	2,276
58	12.2	40	64.4	2,331
59	12.0	40	64.0	2,335
60	11.8	40	63.6	2,287
61	10.6	40	61.2	2,125
62	10.6	40	61.2	1,987
63	10.3	40	60.6	1,953
64	10.9	40	61.8	1,987
65	10.3	40	60.6	1,987
66	10.5	40	61.0	1,942
67	10.6	40	61.2	1,975
68	10.4	40	60.8	1,964
69	10.3	40	60.6	1,930
70	10.4	40	60.8	1,930
71	11.3	40	62.6	2,044
72	11.9	40	63.8	2,217
72.50	11.1	40	62.2	1,097
72.50	6.8	40	53.6	
73.50	6.8	40	53.6	1,179
73.50	11.3	40	62.6	
74	11.4	40	62.8	986
75	11.9	40	63.8	2,229
75.40	12.4	40	64.8	939
75.40	6.0	40	52.0	
75.50	6.0	40	52.0	102
(Total cu. yds. Sta. 9 to 75.50)				152,436

1007 *Engineer's Report.*

The contract for the construction of this ditch shall include the construction of a dike at station nine on the Salt Creek Arm which dike shall be constructed in all respects according to plans therefor filed herewith.

At station 0 on the Main Ditch shall be constructed as a part of this proposed system of drainage a jetty which jetty shall be constructed in all respects according to plan filed herewith. The channel between said jetties as shown on plan shall be excavated as a part of the construction thereof to a depth of five feet below the surface of Lake Michigan.

The ditches above described are to be constructed on the line above

described and to grade and dimensions set forth in this report and the profile filed herewith, conforming to stakes to be set in the field by the engineer in charge of construction. In the construction of said ditch no earth excavated from the ditch shall be allowed to be placed closer than ten feet to the edge of the ditch and the earth excavated shall be evenly deposited on each side of the ditch, except as the several land owners, contractor and construction commissioner may otherwise agree and except that no earth so excavated shall be deposited so as to obstruct existing drains, which if not filled, will have outlet into said main ditch or arm thereto, and provided further that no dirt excavated from said ditch shall be placed on the embankment forming the roadway or any railroad or public highway and provided that the material excavated in constructing the channel of said drain between stations 0 and station 63 plus 30 shall be so far removed from the bank of said ditch as not to cave, slide or wash back into the channel either presently or by the action of future rains, winds or elements of nature.

1008 (With this report and as a part hereof *and* filed a separate profile, plan of jetty and plan of dike.)

Provided further that in the construction of the Main Ditch at station 211 plus 75 where the same crosses the Right of Way of the Baltimore and Ohio and Chicago Railroad the Ditch shall be constructed through the opening between the abutments of the present bridge spanning the River at that point and across the Right of Way of said railroad company without disturbing or causing the removal of the present steel girder bridge across said River at said point.

Provided further that in the construction of the Main Ditch at station 417 plus 1.2 where the same crosses the Right of Way of the Michigan Central Railroad the ditch shall be constructed through the opening between the two center peers of the present bridge spanning the River at that point and across the Right of Way of said railroad company without disturbing or causing the removal of the present steel girder bridge across said River at said point.

The contractor or contractors for the construction of ditch herein described shall have the right *on* ingress or egress over and across any of the tracts of land, rights of way or easements described in this report for the purpose of construction of said work.

The piers and supports for railway and railroad and other bridges crossing or intersecting this proposed drain at any point on the main ditch between stations 0 and 63 plus 30 shall not be placed closer than forty three feet, in the clear, from the center line of this proposed drain (by horizontal measurement on bottom of drain). Such piers and supports for bridges may be placed within the line of the side slopes at distances not less, at any point, than the distance above specified.

1009 Expenses.

We further report that we have incurred expenses and rendered services in this matter as follows:

G. F. Stinchfield, Drainage Commissioner and Ex-officio Engineer.

124½ days' service at $4.00 per day	$498.00
G. F. Stinchfield, services of Ray D. Hammond as assistant Engineer, 101 days service at $4.00 per day	$404.00
G. F. Stinchfield services of necessary assistant and clerical help in making of surveys and preparation of this report	$692.50
G. F. Stinchfield, expense incurred in making the survey and preparation of report	$277.22
Thomas G. Wilson, services as Drainage Commissioner, 65½ days at $3.00 per day	$196.50
Thomas G. Wilson, expenses incurred	$45.97
A. P. Melton, services as Drainage Commissioner, 44 days at $3.00 per day	$132.00
A. P. Melton, Expenses incurres	$46.41

Reference is hereby made to the itemized bills filed in this court for a more fully itemized statement of the above services and expenses.

All of which is respectfully submitted.

(Signed) GUY F. STINCHFIELD.
" THOS. J. WILSON.
" A. P. MELTON.

1010 *Oath of Commissioners.*

STATE OF INDIANA,
County of Porter, ss:

In the Porter Circuit Court, March Term, 1909.

No. 764.

In the Matter of THE CALUMET DITCH.

Oath.

We, the undersigned Commissioners of Drainage, to whom was referred the petition in the above entitled proceeding, swear that we have each personally examined the various tracts of land assessed with benefits and damages, and all other properties and interests, and the whole route of the proposed work, and that such drain is of sufficient capacity to carry all the water which flows or should flow along such route, having in view future contingencies as well as the

present; that in our opinion the drainage, as reported herein, will successfully accomplish the purposes of re-claiming the wet, waste, and overflowed lands assessed with benefits therefor; that no other lands or properties other than those described in this report will be either benefited or damaged by the construction of the proposed work; and that all statements therein are true and correct, and that all of the assessments of benefits in excess of damages and damages in excess of benefits, as set forth therein are correct, just, fair and equitable to all parties concerned; that we have, to the best of our ability, discharged our duties in this behalf in a manner fair and impartial to all parties interested; that the system of
1011–1024 drainage as reported herein will be practicable and of public utility; that to our best knowledge and belief the statements contained in the entire foregoing report are true and correct.

(Signed) GUY F. STINCHFIELD,
" THOS. J. WILSON,
" A. P. MELTON,
Drainage Commissioners.

Subscribed and sworn to by said Commissioners, before me, this 21st day of Dec., 1909.

[OFFICIAL SEAL.] C. S. PEIRCE,
Clerk of the Circuit Court of Porter County, Indiana.

* * * * * * *

1025 *Iola Jansen et al. File Remon. to 2nd Report of Com'rs.*

And comes also Iola Jansen, R. W. Johnson, Wilton Johnson, Daisy Jamieson and John Brennock, each appearing by D. E. Kelly, and each files separate remonstrance to the report of the Commissioners herein, in these words:

STATE OF INDIANA,
County of Porter, ss:

In the Porter Circuit Court, December Term, A. D. 1909.

No. 764.

In the Matter of THE CALUMET DITCH.

Remonstrance of Iola Jansen.

Comes now Iola Jansen, one of the parties in the above entitled petition, and whose lands are affected by the proposed drainage as shown by the report of the commissioners hereinbefore filed, and hereby remonstrates, and files this, her remonstrance, against said report and against the said proposed drainage as in said report set out, for the following reasons:

Said remonstrator is the owner of the following described real estate, to-wit:—

#1391—East Half (E. ½) of East Half (E. ½) of South West Quarter (S. W. ¼) South of Calumet River 15–36–9
#1548—East Half (E. ½) of East Half (E. ½) of East Half (E. ½) of North West Quarter (N. W. ¼) 22–36–9
#1549—East Half (E. ½) of West Half (W. ½) of North West Quarter (N. W. ¼) of North West Quarter (N. W. ¼) 22–36–9
#1569—East Half (E. ½) of East Half (E. ½) of North East Quarter (N. E. ¼) of South West Quarter (S. W. ¼) 22–36–9
#1530—East Half (E. ½) of North East Quarter (N. E. ¼) of North East Quarter (N. E. ¼) 21–36–9

First. That said report of said Commissioners is not according to law in this; that they have allowed damages to the following: 1026 The Knickerbocker Ice Co., The Chicago, Indiana & Southern Ry. Co., The Lake Shore & Michigan Southern Ry. Co., and the Lake Shore & South Bend Ry. Co.; that said allowance is illegal and unauthorized by law for the reason that the river straightened and deepened is a navigable stream.

Second. That the land of this remonstrator is assessed too much as compared with all the lands of Susan Clough, to-wit;—The S. W. ¼ of the N. E. ¼: the S. W. ¼ of the N. W. ¼: S. E. ¼ of the S. W. ¼: W. ½ of the N. E. ¼ of the N. W. ¼: all in Section 21, Tp. 36, Range 8. The S. W. ¼ of the N. E. ¼: the N. W. ¼ of the S. W. ¼: N. E. ¼ of the S. W. ¼: S. W. ¼ of the S. W. ¼: the S. E. ¼ of the S. W. ¼: the N. W. ¼ of the S. E. ¼: the N. E. ¼ of the S. E. ¼: the S. W. ¼ of the S. E. ¼: the S. E. ¼ of the S. E. ¼: all in Section 20, Tp. 36, Range 8. E. ½ of Lot 8; the W. ½ of Lot 8: E. ½ of Lot 9: W. ½ of Lot 9: E. ½ of Lot 3, except 50 rods off the South end: Lot 2, except 50 rods off the South end: W. ½ of Lot 10: E. ½ of W. ½ of Lot 10: W. ½ of E. ½ of Lot 10: the E. ½ of the E. ½ of Lot 10: all in Section 19, Tp. 36, Range 8. All of said lands being in the State of Indiana, and which are assessed as benefited. And that all the lands assessed are not assessed enough as compared with remonstrator's.

Third. That the lands of this remonstrator are lower than drain and will not be affected or benefited by said drainage to the extent of the assessments set out in said report, by proposed work, if accomplished.

Fourth. That the above described land of this remonstrator, reported as benefited, will be damaged in the construction of said proposed work.

Fifth. That it will not be practicable to accomplish the proposed drainage without an expense exceeding the aggregate benefits.

1027–1056 Sixth. That the proposed work, if accomplished, will neither improve the real estate assessed nor furnish sufficient fall to drain the lands of the remonstrator and that no outlet adequate to carry the water from the real estate of the remonstrator can be constructed and neither will said proposed drainage be a public utility nor will it benefit any public highway and it will not drain remonstrator's land so that same may be cultivated or improved.

Seventh. That the proposed work as decided upon and reported by the drainage commissioners will not be sufficient, by reas- of the nature of the soil and by reason of the counter-currents, under-tow and drifting sand along and about the shores of Lake Michigan in a southerly direction and by reason of the sandbars that extend from the southern shore of Lake Michigan and a great distance into the lake, to-wit: 1780 yards; properly to drain the land to be affected thereby and that by reason of said sand bars, the mouth of said ditch will become filled up and said ditch rendered useless for purposes of drainage.

D. E. KELLY.

Aff. of Peter Jansen.

STATE OF INDIANA,
County of Porter:

Peter Jansen says he is the agent of Iola Jansen and is authorized to make this affidavit and upon his oath says that the matters stated in the foregoing remonstrance are true as he verily believes.

PETER JANSEN.

Subscribed and sworn to before me this 28th day of December, 1909.

[SEAL.] D. E. KELLY.

My Comm. expires Dec. 31st, 1910.

1057 *Jacob Lenberg et al. File Remon. to 2d Report of Com'rs.*

And comes also Jacob Lenberg, Joseph Bender, Westchester Civil Township of Porter County, Indiana, Sophia Brink, John A. Swanson, Swan Swanson, and Charley Johnson, by their attorney H. H. Loring, and each file separate remonstrance to the report of the commissioners herein, which remonstrances are in these words:

STATE OF INDIANA,
County of Porter, ss:

In the Porter Circuit Court, December Term, 1909.

No. 764.

In the Matter of THE CALUMET DITCH.

Remonstrance of John A. Swanson.

The undersigned respectfully shows to the Court that they are the owners of the following described real estate in Porter County, Indiana, assessed with benefits in the report of the commissioners filed in this Court on April 8, 1909.

Part of Lot One in the Southeast Quarter of Section 36, Township 36 North, Range 7 West, assessed with benefits to the amount of $440.00. Part of Lot One in the Northeast Quarter of Section 36, Township 36 North, Range 7 West, assessed with benefits to the amount of $580.00.

The undersigned respectfully remonstrate against the report of said commissioners, as aforesaid for the following reasons, to-wit:

1. That the report of the commissioners is not according to law in this, to-wit:

(*a*) That in said report damages are assessed to the right of way of the Chicago, Lake Shore & South Bend Railroad Company in the sum of Ten Thousand Dollars for a bridge over said proposed
1058 ditch and the undersigned says that said assessment of damages to the Chicago, Lake Shore & South Bend Railway Company is exorbitant and without authority of law; That in said report the commissioners assess damages to the Chicago & Erie Railroad Company the Michigan Central Railroad Company, The Baltimore & Ohio Railroad Company, The Wabash Railroad Company, The Chicago, Lake Shore & Michigan Southern Railroad Company and other railroad Corporations whose right of way is crossed by said ditch for the expense of constructing bridges across said ditch on said rights of way and that whatever damages may be assessed to said railroad corporations for said purpose are without authority of law and are exorbitant.

2. That the lands owned by the undersigned above described and assessed as benefited $440.00 and $580.00 by the construction of said proposed work will not be affected or benefited to the extent of $440.00 and $580.00 by the proposed work, if accomplished.

3. That the real estate above described is crossed by the main line of said proposed ditch and the lands so crossed will be damaged in the sum of $500.00 by the loss of real estate taken by the location of said ditch on the undersigned's land above described and the lands occupied on each side of said ditch and the earth taken out of said ditch and deposited thereon and if said ditch is constructed, the remonstrator will suffer the loss of ten acres of real estate above de-

scribed of the value of $500.00 which damages are not assessed in said report.

The remonstrators further say that said proposed ditch crosses their real estate above described in a North-easterly and South-westerly direction, leaving the above real estate which is now in one tract, in two irregular pieces, one piece on each side
1059–1076 of said ditch, requiring the owners of said real estate to construct and maintain a bridge across the same at a cost of $1,000.00 and to the damage of the remonstrator in the sum of $1,000.00 which damages have not been assessed to those remonstrators by said commissioners' report.

4. That it will not be practicable to accomplish the proposed drainage without an expense exceeding the aggregate benefits.

5. That the proposed work as decided upon and reported by the commissioners will not be sufficient to properly drain the land to be affected.

JOHN A. SWANSON,
Per H. H. LORING.

Aff. of H. H. Loring.

STATE OF INDIANA,
County of Porter, ss:

H. H. Loring, being duly sworn on oath says he is the attorney for the remonstrator and that the matters stated in the foregoing remonstrance are true as he verily believes.

H. H. LORING.

Subscribed and sworn to before me this 24th day of December, 1909.

[SEAL.]

C. S. PEIRCE,
Clerk Porter Circuit Court.

* * * * * * *

1077 STATE OF INDIANA,
Porter County, ss:

In the Porter Circuit Court, December Term, 1909.

No. 764.

In the Matter of THE CALUMET DITCH.

Remonstrance of the Chicago, Indiana & Southern Railroad Company.

The Chicago, Indiana & Southern Railroad Company shows to the court that it is a duly organized and existing corporation under and by virtue of the laws of the State of Indiana; that by purchase and consolidation it is the owner of all of the right of way franchise and property of what was once the Indiana Harbor Railroad Com-

pany in the State of Indiana; that at the time of the commencement of this proceeding it was so the owner of the right of way formerly owned by the Indiana Harbor Compane over and across sec-
1078 tions 16 and 21 in Township 36 North, Range 9 West, in Lake County, Indiana; that while said right of way is assessed as against the Indiana Harbor Railroad Company, this remonstrant is the absolute owner thereof and the interested party in relation thereto, and will have to pay any assessment of benefits that may be established against said right of way and is therefore the real party in interest in this matter.

Said remonstrant further shows to the Court that it is the owner of the following described tract of land which has been assessed as benefited in this proceeding, to-wit: The East 4 chains of the Southwest quarter (S. W. ¼) of the Northwest quarter (N. W. ¼) of Section 21, Township 36, Range 9, in Lake County, Indiana.

Said remonstrant further shows to the court that it is the owner of a strip of right of way 100 feet wide extending through Sections 16 and 21, Township 36, Range 9, Lake County, Indiana, which has been assessed as benefited in this proceeding, said assessment being made in the name of the Indiana Harbor Railroad Company as above stated.

This remonstrant further shows to the court that it is the owner of a strip of land 100 feet wide extending across Sections 28 and 30, in Township 37, Range 6, and Sections 25, 35 and 36 in Township 37, Range 7, all in Porter County, Indiana, and all of which is involved in this proceeding.

The said Chicago, Indiana & Southern Railroad Company respectfully remonstrates against the location and construction of the Calumet Ditch upon each one of the separate grounds of remonstrance hereinafter states, separately and severally:

1079 First. Said remonstrant further shows to the court that the petition in this cause describes a ditch the greater length of which, as specifically set forth in said petition, is located in the County of Porter in the State of Indiana, and it expressly averses in said petition that "the greater length of said proposed ditch is situated in Porter County, Indiana," that by reason of said description and said averment in said petition the said Porter Circuit Court assumed jurisdiction in this cause and ordered the same docketed as a pending cause in said court, and appointed commissioners, fixed a time and place for them to meet and qualify, and further ordered them to examine the lands that would be affected, lay out and describe specifically said ditch, assess benefits and damages to the lands affected, if they found said ditch would be practical, of public utility and would cost less than the benefits to be derived therefrom, requiring them to make report at a specific time, and do such other acts as are required by law in such cases, that afterwards said commissioners so appointed met, were duly qualified and proceeded to lay out a ditch and to assess benefits and damages to land owners and owners of easements, and reported said ditch so laid out to be of public utility, that it would benefit certain highways, would be a benefit to

public health, and estimated the cost thereof at less than the estimated benefits assessed, but instead of locating and describing a ditch the greater length of which was in Porter County, Indiana, said commissioners located and described a ditch and proceeded to estimate the cost of, and to assess benefits and damages to land owners that would be occasioned by the construction thereof, and in writing
reported to the court, as of public utility, a ditch, the greater
1080 length of which was situated in Lake County, Indiana, that
said report was duly filed in the Porter Circuit Court, that within ten days after the filing of said report this remonstrant duly filed its remonstrance in said cause, which remonstrance is now on file in said cause and bears the file mark of the Clerk of said Court as of April, 17th, 1909, that on the 26th day of October, 1909 said cause came on for trial and such proceedings were had in the trial of said cause that on the 28th day of October, 1909, one Guy F. Stinchfield, one of the commissioners so appointed by the court, was called as a witness by the petitioners and testified in open court on said trial that he, as an engineer, had computed the distances where said ditch was located and described in Lake and Porter Counties, Indiana, and that the greater length of said ditch, as located and described in the report of said commissioners so filed in said cause, and so located and established by said commissioners, was in Lake County, Indiana, that thereupon this remonstrant immediately filed in open court its written motion to dismiss said cause which motion so filed is in the following words and figures, to-wit:

Motion to Dismiss.

STATE OF INDIANA,
Porter County, ss:

In the Porter Circuit Court, October Term, 1909.

No. 764.

In the Matter of THE CALUMET DITCH.

Comes now the remonstrants the Lake Shore & Michigan Southern Railway Company, Chicago, Indiana & Southern Railroad Company, Michigan Central Railroad Company, George Earle, William K. Vanderbilt, Peter Crumpacker, Ernestine Deitrich, and Baltimore & Ohio Railroad Company, Lake County, Indiana, and each
1081 separately and severally moves the court to dismiss this cause for the following reasons, to-wit:

For the reason that it conclusively appears from the evidence of the plaintiff and from the report of the drainage commissioners in the above entitled cause that the greater length of the proposed drain is situated in the County of Lake and State of Indiana, and

this proceeding was instituted and is being carried on in the Circuit Court of the County of Porter and State of Indiana.

JOHN B. PETERSON,
J. FRANK MEEKER,
CRUMPACKER & CRUMPACKER,
C. B. TINKHAM,
L. L. BOMBERGER,
W. H. DOWDELL,
Att'ys for Above-named Remonstrators.

That the court overruled said motion, to which ruling of the court this remonstrant duly *accepted,* that thereupon the court, after so overruling said motion, ordered said original report stricken out and referred the matter to the same commissioners and ordered them to make a report and file the same on December 21st, 1909. That on said December 21st, 1909, said commissioners filed a report in the Porter Circuit Court, in open court, in the absence of your Honor, Henry C. Steis, Special Judge duly appointed to try said cause, but in the presence of Hon. Willis C. McMahan, the regular Judge of said court, and the said regular Judge noted the filing of said report on the docket of said court, that said report has never been filed in court in the presence of the said Henry C. Steis Special Judge, nor has the same ever been noted as filed by him on any of the dockets of said court, that said report so filed is the identical report now on file in this court and none other has been filed since the filing of the first report hereinabove mentioned.

1082 Remonstrant further shows to the court that said Commissioners, under the petition filed in said cause and under the order of the court appointing them as commissioners, were authorized and instructed to lay out, locate and describe and establish a ditch, the greater length of which should be in Porter County, Indiana, along the general route set forth in the petition, if one could be laid out, located, described and established along said general route, that would be practical, of public utility and would cost less than the benefits that would be derived from its construction, that said commissioners had no power or authority to lay out, describe or locate any different ditch than the one above described, that by laying out, describing and locating the ditch described in said first report, the greater length of which was in Lake County, Indiana, said commissioners in fact found and reported to the court that a ditch, the greater length of which would be in Porter County, Indiana, along said general route described in said petition could not be located, described and established that would be of practical and of public utility, and was in legal effect an adverse report and against the practicability and public utility of said proposed ditch so petitioned for, and upon the filing of said report said Porter Circuit Court should have dismissed said proceeding, that remonstrant's motion to dismiss said proceeding should have been sustained and said proceeding dismissed, that upon the filing of said first report said Porter Circuit Court had no jurisdictional power or authority to again refer said matter to said commissioners, or to order said

commissioners to make another report, that the act of the court in referring said matter again to said commissioners and ordering them to again report was coram non judice, that the act of the Hon.
1083 Willis C. McMahan, the regular Judge of Said court, in noting said report filed in the dockets of said court was also without authority of law and void, that said report has never been properly filed in the Porter Circuit Court.

Wherefore said remonstrant prays the court that said report be stricken out and said cause dismissed.

Second. Upon the ground and for the reason that it will not be practical to accomplish the proposed drainage without an expense exceeding the aggregate benefits that will be derived from said improvement.

Third. That the total benefits assessed as against all the real estate involved in this proceeding is the sum of $600,000.00, that the cost of constructing said ditch and said improvement, as set forth in the petition and in the report of the commissioners filed in this cause, will exceed the sum of $800,000.00. Therefore the total cost of the construction of said work will greatly exceed the benefits that will be derived therefrom.

Fourth. That the proposed work will neither improve the public health nor benefit any public highway of Lake or Porter Counties, nor be of public utility.

Fifth. That the proposed work as decided upon and reported by the commissioners will not be sufficient to properly drain the lands to be affected.

1084 Sixth. That the right of way of this remonstrant, situated in Sections 16 and 21, Township 36, Range 9, Lake County, Indiana, and its other lands in said Sections, town and range, assessed as benefit in the sum of $2330.00, will not be affected nor benefited to any extent whatever by the proposed work if accomplished.

Seventh. Each separate tract of land and each separate piece of right of way owned by this remonstrant and assessed as benefited will not be affected nor benefited to the extent of the assessment against it by the proposed work if accomplished.

Eighth. That the damages assessed in favor of this remonstrant to its right of way in Section 36, Township 37, Range 7, in Porter County, Indiana, are inadequate.

Ninth. That the damages assessed in favor of this remonstrant to its right of way in Section 36, Township 37, Range 7, in Porter County, Indiana, are inadequate in this: that the construction of said proposed ditch will result in cutting a great canal through remonstrant's right of way where it now maintains its main tracks of railroad 190 feet wide on top, 70 feet wide on bottom, and 30 feet deep, that the land where said ditch will cross right of way is loose sand and will cave in and run while the excavating is being done and in order to construct a ditch of the depth required the top thereof will be at least 190 feet wide, requiring a bridge over the same at least 190 feet long which will cost, for construction, the sum of $131,000.00 and a capitalization of $80,000.00 for its maintenance,

that remonstrant will be required to detour its trains during the construction of said bridge for a period of 365 days, which
1085 will cost the remonstrant the sum of $2500.00, and remonstrant will suffer other damages on account of the taking and appropriating the right of way, interruption and loss of its business in the sum of $10,000.00. Wherefore it will suffer damages, by reason of the location and construction of said ditch in the aggregate sum of $223,500.00, that where said ditch will cross said right of way no bridge is now required, the superstructure of its railroad being a solid embankment.

Wherefore said remonstrant prays the court that said proceedings be dismissed, and for judgment for its costs; if, however, said ditch be by the court established and ordered constructel, then, in that event, the assessment of benefits to its right of way, and lands in Sections 16 and 21 in Township 36, Range 9, in Lake County, Indiana, and to all other lands owned by it affected by this proposed ditch, be stricken out and disallowed, that it be allowed as damages, the cost and maintenance of said bridge and that damages awarded it on account of injury to its right of way in Section 36, Township 37, Range 7, Porter County, Indiana, be increased in all to the sum of $223,500.00 and ordered paid to it as provided by law, and for all other proper relief.

CHICAGO, INDIANA & SOUTHERN RAILROAD CO.,
By JOHN B. PETERSON.

Affi. of Ralph A. Feldes.

STATE OF INDIANA,
Porter County, ss:

Ralph A. Feldes, being first duly sworn on oath says, that he is the assistant engineer of the Chicago, Indiana & Southern Railroad Company and makes this affidavit for and on its behalf as he has authority from said railroad company to do; that he has carefully read over the foregoing remonstrance and that all of the statements made in said remonstrance are true.

RALPH A. FELDES.

Subscribed and sworn to before me this 30th day of December, A. D. 1909.

[SEAL.]

C. S. PEIRCE,
Clerk Porter Circuit Court.

1086 STATE OF INDIANA,
Porter County, ss:

In the Porter Circuit Court, December Term, A. D. 1909.

No. 764.

In the Matter of THE CALUMET DITCH.

Remonstrance of the Michigan Central Railroad Company.

The Michigan Central Railroad Company shows to the court that it is a duly organized and existing corporation duly organized under and by virtue of the laws of the State of Indiana, and is the owner of a strip of land 100 feet wide, used by it for right of way purposes for its railroad over and across Section 18, Township 36, Range 7; also Sections 11, 13 and 14 in Township 36, Range 8, all in Lake County, Indiana.

The said Michigan Central Railroad Company respectfully remonstrates against the location and construction of the Calumet Ditch upon each one of the separate grounds of remonstrance hereinafter stated, separately and severally, to-wit:—

1087 First. Said remonstrant further shows to the court that the petition in this cause describes a ditch the greater length of which, as specifically set forth in said petition, is located in the County of Porter in the State of Indiana, and it expressly avers in said petition that "the greater length of said proposed ditch is situated in Porter County, Indiana," that by reason of said description and said averment in said petition the said Porter Circuit Court assumed jurisdiction in this cause and ordered the same docketed as a pending cause in said court, and appointed commissioners, fixed a time and place for them to meet and qualify, and further ordered them to examine the lands that would be affected, lay out and describe specifically said ditch, assess benefits and damages to the lands affected, if they found said ditch would be practical, of public utility and would cost less than the benefits to be derived therefrom, requiring them to make report at a specific time, and do such other acts as are required by law in such cases, that afterwards said commissioners so appointed met, were duly qualified and proceeded to lay out a ditch and to assess benefits and damages to land owners and owners of easements, and reported said ditch so laid out to be of public utility, that it would benefit certain highways, would be a benefit to public health, and estimated the cost thereof at less than the estimated benefits assessed, but instead of locating and describing a ditch the greater length of which was in Porter County, Indiana, said commissioners located and described a ditch and proceeded to estimate the cost of, and to assess benefits and damages to land owners that would be occasioned by the construction thereof, and in writing reported to the court, as of public utility, a ditch,

1087½ the greater length of which was situated in Lake County, Indiana, that said report was duly filed in the Porter Circuit

Court, that within ten days after the filing of said report this remonstrant duly filed its remonstrance in said cause which remonstrance is now on file in said cause and bears the file mark of the Clerk of said Court as of April, 17th, 1909, that on the 26th day of October, 1909 said cause came on for trial and such proceedings were had in the trial of said cause that on the 28th day of October, 1909, one Guy F. Stinchfield, one of the commissioners so appointed by the court, was called as a witness by the petitioners and testified in open court on said trial that he, as an engineer, had computed the distances where said ditch was located and described in Lake and Porter Counties, Indiana, and that the greater length of said ditch, as located and described in the report of said commissioners so filed in said cause, and so located and established by said commissioners, was in Lake County, Indiana, that thereupon this remonstrant immediately filed in open court its written motion to dismiss said cause which motion so filed is in the following words and figures, to-wit:—

Motion to Dismiss.

In the Porter Circuit Court, October Term, 1909.

No. 764.

In the Matter of THE CALUMET DITCH.

STATE OF INDIANA,
Porter County, ss:

Comes now the remonstrants the Lake Shore & Michigan Southern Railway Company, Chicago, Indiana & Southern Railroad Company, Michigan Central Railroad Company, George Earle, William K. Vanderbilt, Peter Crumpacker, Ernestine Deitrich, and Baltimore & Ohio Railroad Company, Lake County, Indiana, and each
1088 separately and severally moves the court to dismiss this cause for the following reasons, to-wit:

For the reason that it conclusively appears from the evidence of the plaintiff and from the report of the drainage commissioners in the above entitled cause that the greater length of the proposed drain is situated in the County of Lake and State of Indiana, and this proceeding was instituted and is being carried on in the Circuit Court of the County of Porter and State of Indiana.

JOHN B. PETERSON,
J. FRANK MEEKER,
CRUMPACKER & CRUMPACKER,
C. B. TINKHAM,
L. L. BOMBERGER,
W. H. DOWDELL,
Att'ys for Above-named Remonstrators.

That the court overruled said motion, to which ruling of the court this remonstrant duly *accepted*, that thereupon the court, after so overruling said motion, ordered said original report stricken out and referred the matter to the same commissioners and ordered them to make a report and file the same on December 21st, 1909. That on said December 21st, 1909, said commissioners filed a report in the Porter Circuit Court, in open court, in the absence of your Honor, Henry C. Steis, Special Judge duly appointed to try said cause, but in the presence of Hon. Willis C. McMahan, the regular Judge of said court, and the said regular Judge noted the filing of said report on the docket of said court, that said report has never been filed in court in the presence of the said Henry C. Steis Special Judge, nor has the same ever been noted as filed by him on any of the dockets of said court, that said report so filed is the identical report now on file in this court and none other has been filed since the filing of the first report hereinabove mentioned.

1089 Remonstrant further shows to the court that said Commissioners, under the petition filed in said cause and under the order of the court appointing them as commissioners, were authorized and instructed to lay out, locate and describe and establish a ditch, the greater length of which should be in Porter County, Indiana, along the general route set forth in the petition, if one could be laid out, located, described and established along said general route, that would be practical, of public utility and would cost less than the benefits that would be derived from its construction, that said commissioners had no power or authority to lay out, describe or locate any different ditch than the one above described, that by laying out, describing and locating the ditch described in said first report, the greater length of which was in Lake County, Indiana, said commissioners in fact found and reported to the court that a ditch, the greater length of which would be in Porter County, Indiana, along said general route described in said petition could not be located, described and established that would be of practical and of public utility, and was in legal effect an adverse report and against the practicability and public utility of said proposed ditch so petitioned for, and upon the filing of said report said Porter Circuit Court should have dismissed said petition, that remonstrant's motion to dismiss said proceeding should have been sustained and said proceeding dismissed, that upon the filing of said first report said Porter Circuit Court had no jurisdictional power or authority to again refer said matter to said commissioners, or to order said commissioners to make another report, that the act of the court in referring said matter again to said commissioners and ordering them to again report was coram non judice, that the act of

1090 the Hon. Willis C. McMahan, the regular Judge of Said Court, in noting said report filed in the docket of said court was also without authority of law and void, that said report has never been properly filed in the Porter Circuit Court.

Wherefore said remonstrant prays the court that said report be stricken out and said cause dismissed.

Second. Upon the ground and for the reason that it will not be

practical to accomplish the proposed drainage without an expense exceeding the aggregate benefits that will be derived from said improvement.

Third. That the total benefits assessed as against all the real estate involved in this proceeding is the sum of $600,000.00, that the cost of constructing said ditch and said improvement, as set forth in the petition and in the report of the commissioners filed in this cause, will exceed the sum of $800,000.00 Therefore the total cost of the construction of said work will greatly exceed the benefits that will be derived therefrom.

Fourth. That the proposed work will neither improve the public health nor benefit any public highway of Lake or Porter Counties, nor be of public utility.

Fifth. That the proposed work as decided upon and reported by the commissioners will not be sufficient to properly drain the lands to be affected.

1091 Sixth. That the right of way of this remonstrant, situated in Section 18, Township 36, Range 7, and Sections 11, 13 and 14 in Township 36, Range 8, Lake County, Indiana, assessed as benefited in the sum of $2000.00, will not be affected nor benefited to any extent whatever by the proposed work if accomplished.

Seventh. Each tract of land and each separate piece of right of way owned by this remonstrant and assessed as benefited will not be affected nor benefited to the extent of the assessment against it by the proposed work if accomplished.

Eight-. That no damages are assessed in favor of this remonstrant notwithstanding the fact that it will be required to take out a bridge which it now has and maintains in its right of way where said proposed ditch will pass through its said right of way and which is substantial and adequate for its use, and construct in the place thereof a much larger bridge; that to take out the present bridge and construct a new bridge that will be adequate to permit of the construction and operation of said proposed ditch at said place it will cost this remonstrant the sum of $63,700.00 and a capitalization of $25,000.00 for its maintenance; that to reinforce, deepen and enlarge the substructure of the present bridge so as to make the same adequate to permit of the construction of said ditch at said place, and make said bridge safe for said remonstrant's use for its railroad purpose, it will cost the same amounts and probably more; that it will be necessary to detour its trains while so constructing said bridge or re-constructing the same for a period of 180 days, which will cost this remonstrant $1200.00.

Wherefore this remonstrant will suffer damages by the
1092 location and construction of the proposed ditch in the aggregate sum of $73,700.00.

Wherefore said remonstrant prays the Court that said proceedings be dismissed, and for judgment for its costs; if, however, said ditch be by the court established and ordered constructed, then, in that event, the assessment of benefits to its right of way, and lands in Sections 18, Township 36, Range 7 and 11, 13 and 14, in Township 36, Range 8, Lake County, Indiana, and to all other lands owned by

it affected by this proposed ditch, be stricken out and disallowed, and that damages — awarded it on account of injury to its right of way for cutting and appropriating its right of way in the sum of $10,000.00 and that damages be awarded it for the construction of a new bridge if necessary in the sum of $730,000.00; and if the court finds that the present bridge should be remodeled, in the sum of $730,000.00, the cost of remodeling the same, and ordered paid to it as provided by law, and for all other proper relief.

MICHIGAN CENTRAL RAILROAD COMPANY,
By JOHN B. PETERSON AND WINSTON, PAYNE, SHAWN & SHEERER
Its Attorneys.

Aff. of Chas. C. Hill.

STATE OF INDIANA,
Porter County, ss:

Charles C. Hill being first duly sworn on oath says, that he is the Division Engineer of the Michigan Central Railroad Co. and makes this affidavit for and on its behalf as he has authority from said railroad company to do; that he has carefully read over the foregoing remonstrance and that all of the statements made in said remonstrance are true.

CHARLES C. HILL.

Subscribed and sworn to before me this 30th day of Dec., A. D., 1909.

[SEAL.]

C. S. PEIRCE,
Clerk Porter Circuit Court.

1093 STATE OF INDIANA,
Porter County, ss:

In the Porter Circuit Court, December Term, A. D. 1909.

No. 764.

In the Matter of THE CALUMET DITCH.

Remonstrance of the Lake Shore & Michigan Southern Railroad Company.

The Lake Shore & Michigan Southern Railway Company shows to the Court that it is a duly organized railroad corporation and is the owner of the East 35.61 chains of that part North of Lake Shore & Michigan Southern Railroad, of the Northeast quarter (N. E. ¼) and all North of the Lake Shore & Michigan Southern Railroad of the East 13.38 chains of the West 44.59 chains of the North Half and

the West 590 feet of the Northwest quarter (N. W. ¼) lying North of the following line: Commencing on West line of Section 5, 986.6 feet south of the Northwest corner, then East to East line of said 590 feet, at a point 991.8 feet south of the North line of Section 5 (except Railroad), all in Section 5, Township 36, Range 7.

Also that part of the Northwest quarter (N. W. ¼) of the Northwest quarter (N. W. ¼) lying North of a line commencing on the West line of said Section 971.6 feet South of the Northwest corner thereof, and running to point in East line of said Section 924.5 feet South of the Northeast corner thereof, in Section 1, Township 36, Range 8, all in Lake County, Indiana.

Also a strip of land 100 feet wide owned by it for right of way for its railroad over and across Sections 25, 35, and 36, in Township 37, Range 7, and Sections 29, 30, 31, 33, and 34 in Range 6, all in Porter County, Indiana.

The said Lake Shore & Michigan Southern Railway Company respectfully remonstrates against the location and construction of the Calumet Ditch upon each one of the separate grounds of remonstrance hereinafter stated, separately and severally, to-wit:

1094 First. Said remonstrant further shows to the court that the petition in this cause describes a ditch the greater length of which, as specifically set forth in said petition, is located in the County of Porter in the State of Indiana, and it expressly averses in said petition that "the greater length of said proposed ditch is situated in Porter County, Indiana," that by reason of said description and said averment in said petition the said Porter Circuit Court assumed jurisdiction in this cause and ordered the same docketed as a pending cause in said court, and appointed commissioners, fixed a time and place for them to meet and qualify, and further ordered them to examine the lands that would be affected, lay out and describe specifically said ditch, assess benefits and damages to the lands affected, if they found said ditch would be practical, of public utility and would cost less than the benefits to be derived therefrom, requiring them to make report at a specific time, and do such other acts as are required by law in such cases, that afterwards said commissioners so appointed met, were duly qualified and proceeded to lay out a ditch and to assess benefits and damages to land owners and owners of easements, and reported said ditch so laid out to be of public utility, that it would benefit certain highways, would be a benefit to public health, and estimated the cost thereof at less than the estimated benefits assessed, but instead of locating and describing a ditch the greater length of which was in Porter County, Indiana, said commissioners located and described a ditch and proceeded to estimate the cost of, and to assess benefits and damages to land owners that would be occasioned by the construction thereof, and in writing reported to the court, as of public utility, a ditch, the greater length of which was situated in

1095 Lake County, Indiana, that said report was duly filed in the Porter Circuit Court, that within ten days after the filing of said report this remonstrant duly filed its remonstrance in said cause, which remonstrance is now on file in said cause and bears the file

mark of the Clerk of said Court as of April, 17th, 1909, that on the 26th day of October, 1909 said cause came on for trial and such proceedings were had in the trial of said cause that on the 28th day of October, 1909, one Guy F. Stinchfield, one of the commissioners so appointed by the court, was called as a witness by the petitioners and testified in open court on said trial that he, as an engineer, had computed the distances where said ditch was located and described in Lake and Porter Counties, Indiana, and that the greater length of said ditch, as located and described in the report of said commissioners so filed in said cause, and so located and established by said commissioners, was in Lake County, Indiana, that thereupon this remonstrant immediately filed in open court its written motion to dismiss said cause which motion so filed is in the following words and figures, to-wit:

Motion to Dismiss.

STATE OF INDIANA,
Porter County, ss:

In the Porter Circuit Court, October Term, 1909.

No. 764.

In the Matter of THE CALUMET DITCH.

Comes now the remonstrants the Lake Shore & Michigan Southern Railway Company, Chicago, Indiana & Southern Railroad Company, Michigan Central Railroad Company, George Earle, William K. Vanderbilt, Peter Crumpacker, Ernstine Deitrich, and Baltimore & Ohio Railroad Company, Lake County, Indiana, and each
1096 separately and severally moves the court to dismiss this cause for the following reasons, to-wit:

For the reason that it conclusively appears from the evidence of the plaintiff and from the report of the drainage commissioners in the above entitled cause that the greater length of the proposed drain is situated in the County of Lake and State of Indiana, and this proceeding was instituted and is being carried on in the Circuit Court of the County of Porter and State of Indiana.

JOHN B. PETERSON,
J. FRANK MEEKER.
CRUMPACKER & CRUMPACKER,
C. B. TINKHAM,
L. L. BOMBERGER,
W. H. DOWDELL,
Att'ys for Above-named Remonstrators.

That the court overruled said motion, to which ruling of the court this remonstrant duly *accepted*, that thereupon the court, after so overruling said motion, ordered said original report stricken out and referred the matter to the same commissioners and ordered them to make a report and file the same on December 21st, 1909. That

on said December 21st, 1909, said commissioners filed a report in the Porter Circuit Court, in open court, in the absence of your Honor, Henry C. Steis, Special Judge duly appointed to try said cause, but in the absence of Hon. Willis C. McMahan, the regular Judge of said court, and the said regular Judge noted the filing of said report on the docket of said court, that said report has never been filed in court in the presence of the said Henry C. Steis Special Judge, nor has the same ever been noted as filed by him on any of the dockets of said court, that said report so filed is the identical report now on file in this court and none other has been filed since the filing of the first report hereinabove mentioned.

1097 Remonstrant further shows to the court that said Commissioners, under the petition filed in said cause and under the order of the court appointing them as commissioners, were authorized and instructed to lay out, locate and describe and establish a ditch, the greater length of which should be in Porter County, Indiana, along the general route set forth in the petition, if one could be laid out, located, described and established along said general route, that would be practical, of public utility and would cost less than the benefits that would be derived from its construction, that said commissioners had no power or authority to lay out, describe or locate any different ditch than the one above described, that by laying out, describing and locating the ditch described in said first report, the greater length of which was in Lake County, Indiana, said commissioners in fact found and reported to the court that a ditch, the greater length of which would be in Porter County, Indiana, along said general route described in said petition could not be located, described and established that would be *of* practical and of public utility, and was in legal effect an adverse report and against the practicability and public utility of said proposed ditch so petitioned for, and upon the filing of said report said Porter Circuit Court should have dismissed said proceeding, that remonstrant's motion to dismiss said proceeding should have been sustained and said proceeding dismissed, that upon the filing of said first report said Porter Circuit Court had no jurisdictional power or authority to again refer said matter to said commissioners, or to order said commissioners to make another report, that the act of the court in referring said matter again to said commissioners and ordering them to again report was coram non judice, that the act

1098 of the Hon. Willis C. McMahan, the regular Judge of Said court, in noting said report filed in the dockets of said court was also without authority of law and void, that said report has never been properly filed in the Porter Circuit Court.

Wherefore said remonstrant prays the court that said report be stricken out and said cause dismissed.

Second. Upon the ground and for the reason that it will not be practical to accomplish the proposed drainage without an expense exceeding the aggregate benefits that will be derived from said improvement.

Third. That the total benefits assessed as against all the real estate involved in this proceeding is the sum of $600,000.00, that

the cost of constructing said ditch and said improvement, as set forth in the petition and in the report of the commissioners filed in this cause, will exceed the sum of $800,000.00. Therefore the total cost of the construction of said work will greatly exceed the benefits that will be derived therefrom.

Fourth. That the proposed work will neither improve the public health nor benefit any public highway of Lake or Porter Counties, nor be of public utility.

Fifth. That the proposed work as decided upon and reported by the commissioners will not be sufficient to properly drain the lands to be affected.

1099 Sixth. That each separate tract of land and each separate piece of right of way owned by this remonstrant and assessed as benefited will not be affected nor benefited to the extent of the asessment against it, nor to any extent whatever, by the proposed work if accomplished.

Seventh. That the damages assessed in favor of this remonstrant to its right of way in Section 36, Township 37, Range 7, in Porter County, Indiana, is inadequate.

Eighth. That the damages assessed in favor of this remonstrant to its right of way in Section 36, Township 37, Range 7, in Porter County, Indiana, are inadequate in this: That the Construction of said proposed ditch will result in cutting a great canal through remonstrant's right of way where it now maintains two main tracts 210 feet wide at top and 70 feet wide on the bottom, and 34 feet deep; that the land where said ditch will cross said right of way is loose sand and will cave in and run while the excavating is being done, and in order to construct a ditch of the depth required the top will be at least 210 feet wide, requiring a bridge over the same at least 210 feet long which will cost, for the construction, the sum of $150,000.00, and a capitalization of $80,000.00 for its maintainence, and this remonstrant will be required to detour its trains during the construction of said bridge for a period of 365 days which will cost the remonstrant the sum of $3000.00 and remonstrant will suffer other damages on account of the taking and appropriating portions of its right of way, of interruption and loss of its business in the sum of $10,000.00; wherefore it will suffer damages by reason of location and construction of said ditch in the aggregate

1100 sum of $243,000.00, that where said ditch will cross said right of way no bridge is now required, the superstructure being a solid embankment.

Wherefore said remonstrant prays the court that said proceeding be dismissed, and for costs; if, however, said ditch be by the court established and ordered constructed, then, in that event, the assessment of benefits to its right of way, and other lands, be stricken out and disallowed, and the damages awarded it on account of injury to its right of way in Section 36, Township 37, Range 7, Porter County, Indiana, be increased to $243,000.00, and for all other proper relief.

LAKE SHORE & MICHIGAN SOUTHERN RAILWAY CO.,
By JOHN B. PETERSON, *Its Attorney.*

Aff. of Burton R. Leffler.

STATE OF INDIANA,
Porter County, ss:

Burton R. Leffler being duly sworn on oath says, that he is the engineer of bridges of the Lake Shore & Michigan Southern Railway Company and makes this affidavit for and on — behalf as he has authority from said railroad company to do; that he has carefully read over the foregoing remonstrance and that all of the statements made in said remonstrance are true.

BURTON R. LEFFLER.

Subscribed and sworn to before me this 30th day of December, 1909.

[SEAL.]

C. S. PEIRCE,
Clerk Porter Circuit Court.

1101 *Wilhelmina Griesel et al. File Remon. to 2d Report of Com'rs.*

And comes also Wilhemina Griesel and Milton R. Hart, by their attorneys, Barr & Wheeler, and each shows the filing of his remonstrance to the Commissioners' report herein in the Clerk's office of this Court on December 30th, 1909, Court not then being in session, which remonstrances are respectively in these words:

Remonstrance of Wilhelmina Griesel.

STATE OF INDIANA,
County of Lake, ss:

In the Porter Circuit Court, December Term, 1909.

No. 764.

In the Matter of THE CALUMET DITCH.

Remonstrance.

Wilhelmina Griesel, one of the land owners described in the last report of the Commissioners filed in the above entitled cause on December 21st, 1909, and whose lands as described therein, are assessed with benefits, which it is alleged in said report that the same will receive from the construction of the ditch proposed to be constructed in said cause, respectfully remonstrates against said report, and for grounds of remonstrance says:

First. That the damages assessed to the right of way of the Lake Shore & Michigan Southern Railway Company are exorbitant.

Second. That the last report of the commissioners filed herein is not according to law in this, that the right of way of the Lake Shore & Michigan Southern Railway Company, through Section 36, Township 37, Range 7 in Lake County, Indiana, is not entitled to be assessed with damages in the sum of $35,000.00, nor in any sum whatever.

Third. That the lands of said remonstrant so assessed to her as benefited, as aforesaid are described as follows, to-wit:

1102	N. W. ¼ of the N. W. ¼ (except Railroad)..	9	36	7
	Lot 3, except N. 40 acres and except that part South and West of road.....	"	"	"
	N. E. ¼ of the S. E. ¼ except Railroad.....	13	"	"
	S. E. ¼ of the S. E. ¼.....	"	"	"
	S. W. ¼ of the S. E. ¼.....	"	"	"
	N. W. ¼ of the S. E. ¼.....	"	"	"
	All that part of Lot 2, in the N. E. ¼.....	"	"	"

All said Lots, tracts and parcels being situate in the County of Lake in the State of Indiana, that said real estate and each tract thereof so assessed to said remonstrant, as benefited, as aforesaid, will not be affected nor benefited to the extent of the assessment, by the proposed work, if accomplished.

Fourth. That said real estate, so assessed to said remonstrant as benefited, as aforesaid, is assessed too high; that said assessment is exorbitant; that said real estate is assessed too much as compared with the real estate of Helen Patterson, like-wise assessed for and with benefits, which will result from the construction of said proposed ditch, which lands are situate in said County of Lake, and are described as follows: to-wit:

S. E. ¼ of the S. E. ¼ South of the River in Section 8, Township 36, Range 7.

WILHELMINA GRIESEL,
By BARR & WHEELER,
Her Attorneys.

Aff. of Harold H. Wheeler.

STATE OF INDIANA,
Porter County, ss:

Harold H. Wheeler being first duly sworn, upon his oath says that he is one of the attorneys for said Wilhelmina Griesel, and has authority to make and does make this affidavit for and in behalf of said Wilhelmina Griesel; that the facts set forth in the above and foregoing remonstrance, are true, as he is informed and believes.

1102½ And further affiant saith not.

HAROLD H. WHEELER.

Subscribed and sworn to before me this 30th day of December, 1909.
[SEAL.] C. S. PEIRCE,
Clerk Porter Circuit Court.

STATE OF INDIANA,
County of Porter, ss:

In the Porter Circuit Court, December Term, 1909.

No. 764.

In the Matter of THE CALUMET DITCH.

Milton R. Hart says that he is one of the land owners whose lands are assessed with benefits by and in the report of the commissioners filed in said cause at the present term of said Court on December 21st, 1909; that he respectfully remonstrates against said report upon the following grounds, to-wit:

First. That the report of the said commissioners is not according to law in this, to-wit:

(*a*) That the right of way of Lake Shore & Michigan Southern Railway Company through Section 36, Township 37, Range 7, in Lake County, Indiana is not entitled to be assessed with damages in the sum of $35,000.00 nor in any sum whatever.

(*b*) That said commissioners had and have no right to assess damages in any sum to any railroad or railway company, by reason of the construction of the proposed ditch provided for by said report.

Second. That the damages assessed to the right of way of the said Lake Shore & Michigan Southern Railway Company through Section 36, Township 37, Range 7, aforesaid are exorbitant.

1103 Third. That said lands assessed to said remonstrant by said last report of said Commissioners, are described as follows, to-wit:

The S. E. ¼ of the S. E. ¼, except Michigan Central Railway, of Section 11, Township 36, Range 8, Situate in the County of Lake in the State of Indiana.

That said real estate so assessed to said remonstrant as benefited, will not be benefited to the extent of the assessment, by the proposed work, if accomplished.

Fourth. That it will not be practicable to accomplish the proposed drainage, without an expense exceeding the aggregate benefits.

Fifth. That the proposed work, as decided upon and reported as aforesaid, by said commissioners, will not be sufficient to properly drain the land to be affected.

Sixth. That said real estate is assessed too much as compared with the real estate of Helen Patterson, likewise assessed for benefits which will result from the construction of said ditch, which real estate is situated in said County of Lake, in the State of Indiana, and *are* described as follows, to-wit:

The S. E. ¼ of the S. W. ¼ South of the river in Section 8, Township 36, Range 7, West of the 2d P. M.

Seventh. That said real estate of said remonstrant is also assessed too much, as compared with the real estate of Ira M. Cobe which is likewise assessed in said report with benefits, which lands are situate in said County and are described as follows:

The S. W. ¼ of the S. E. ¼, except Michigan Central Railway, of Section 11, Township 36, Range 8.

1104-1181 Eight-. That said real estate of said remonstrant is also assessed too much as compared with the real estate of Frederick Gwinner, which is likewise assessed in said report with benefits which lands are situate in said County, and are described as follows, to-wit:

The S. E. ¼ of the S. W. ¼ of Section 11, Township 36, Range 8, West of the 2nd P. M.

Wherefore said remonstrant asks that his assessment be reduced to compare with the benefits derived by other lands assessed for the construction of said ditch, if the proposed work is accomplished; and that his said assessment be reduced to the extent of actual benefits which said lands will receive, if said work is accomplished, and for all other proper relief. And that said Court adjudge that it will not be practicable to accomplish the proposed drainage, without an expense exceeding the aggregate benefits; and that the proposed work, as decided upon and reported as aforesaid by said Commissioners, will not be sufficient to properly drain the lands to be affected, and for all further proper relief.

MILTON R. HART,
By BARR & WHEELER,
His Attorneys.

Aff. of Harold H. Wheeler.

STATE OF INDIANA,
County of Porter, ss:

Harold H. Wheeler, being first duly sworn upon his oath says that he is one of the attorneys for said remonstrant Milton R. Hart, that he has authority to make, and does make, this affidavit for and on behalf of said remonstrant; that the facts set forth in the above and foregoing remonstrance are true as he is informed and verily believes.

HAROLD H. WHEELER.

Subscribed and sworn to before me this 30th day of December, 1909.
[SEAL.]
C. S. PEIRCE,
Clerk Porter Circuit Court.

* * * * * * *

1182 *Peter Crumpacker Files Remon. to 2d Report of Comm'rs.*

And comes also Peter Crumpacker, by his attorneys, Crumpacker & Crumpacker, and shows the filing in the office of the Clerk of the

Porter Circuit Court of his remonstrance to the report of *which* commissioners herein, court not then being in session, which remonstrance is in these words:

STATE OF INDIANA,
County of Porter, ss:

In the Porter Circuit Court, December Term, 1909.

No. 764.

In the Matter of THE CALUMET DITCH.

Remonstrance of Peter Crumpacker.

Peter Crumpacker respectfully shows to the court that he is the owner of the following described real estate situate in the counties of Lake and Porter, in the State of Indiana, and which is assessed as benefited in the report of the commissioners herein, to-wit:

1183 That part of the West half of the South-east quarter, North of the river; that part of the East half of the South-east quarter North of the river, 35.34 acres off the West end of Lot two (2); that part of the East half of the South-east quarter North of the river; that part of the West half of the North-east quarter, South of the Indian Boundary Line; that part of the East Half of the North-west quarter North of the Indian Boundary Line and South of the Culver Ditch; the following parcel of land, beginning at a point where the North and South center line of Section 31 intersects the South line of the Culver Ditch and running thence South to the Indian Boundary Line, thence East on the Indian Boundary Line Eighty (80) rods, thence North to the South line of the Public highway on the old right of way of the Lake Shore & Michigan Southern Railroad, thence Southwesterly along said highway to the North-east corner of land owned by Gustave P. Berg, thence Southeasterly along the East line of said Berg land to the Culver Ditch, thence Southwesterly along the Culver Ditch to the place of beginning; also forty (40) acres off the South end of that part of the East half of the North-east quarter which lies North of the Indian Boundary Line 25 acres off the North end of that part of the East half of the North-east quarter which lies North of the Indian Boundary Line, all of the above described lands being in Section Thirty-one (31), Township Thirty-seven (37) North, Range Six (6) West.

Also, all that part of the West Forty (40) rods of the West half, South of the Indian Boundary line and North of the Calumet River in Section Thirty-two (32), Township Thirty-seven (37) North, Range Six (6) West.

1184 Also, that part of the North-west quarter which lies South of the river; the North-west quarter of the South-west quarter, which lies East of the Calumet River; the South-west quarter of the South-west quarter, which lies East of the Calumet River; the

North-east quarter of the South-west quarter; the Southeast quarter of the South-west quarter; all in Section Two (2), Township Thirty-six (36) North, Range Seven (7) West.

Also, the South 32.05 acres of the East half of the fractional North-east quarter excepting 5.50 acres in the North-west corner thereof; also Lot Number One in the East half of the South-east quarter; all in Section Three (3), Township Thirty-six (36) North, Range — (7) West.

Also, the South-east quarter of the South-west quarter of Section Thirty-five (35), Township Thirty-seven (37) North, Range Seven (7) West.

Also, the West half of the North-east quarter of the North-east quarter; the west half of the South-east quarter of the North-east quarter; the North-east quarter of the North-west quarter; the South-east quarter of the North-west quarter; the North-west quarter of the South-east quarter excepting the right-of-way of the Chicago & Erie Railroad Company; the South-west quarter of the South-east quarter; the West half of Lot One; the East half of Lot One; all being in Section Seventeen (17), Township Thirty-six (36) North, Range Nine (9) West.

Also, the South-east quarter of the South-east quarter of Section Eight (8), Township Thirty-six (36) North, Range Nine (9) West. The South-west quarter of the South-east quarter and the South-east quarter of the North-west quarter of said Section Eight (8).

1185 The said Peter Crumpacker respectfully remonstrates against the location and construction of said Calumet Ditch upon each one of the separate grounds of remonstrance hereinafter stated, separately and severally, to-wit:—

First. That the report of the commissioners is not according to law, for the following reasons, to-wit: that one of the said commissioners, to-wit, A. P. Melton, is not qualified to act as such and was not so qualified at the time of making and filing the commissioners' report in said matter, for the reason that said Melton is and was at said time a resident of Calumet Township in the County of Lake, State of Indiana, and that said ditch or drain is not proposed to be constructed through or into said Calumet Township, and according to the proposed route of said ditch or drain the same will not touch said Calumet Township.

1½. And for the further reason that said drainage commissioners, nor either of them, have any power or authority to make or file in this court the report which they made and filed at the present term of this Court and on the 21st day of December last, because of the fact that when this matter first came before this Court at the September Term, 1909, the report then filed by said Commissioners recommended and reported a ditch or drain to be constructed, the greater length of which was in Lake County; that by reason of such report this Court had no jurisdiction over the subject-matter, and under the statute of the State of Indiana the only Court having jurisdiction of the same was the Circuit or Superior Court of Lake County; that by reason of said fact it became and was the duty of

this Court to dismiss said cause; that this Court instead of
1186 dismissing the same referred the matter back to said commissioners for a new report, and your remonstrator respectfully submits that this Court had no power or authority under the facts above stated to refer the same back to said commissioners, and that therefore, their report filed on said 21st day of December last is of no force and effect and not according to law.

Second. That the damages assessed to all of the tracts of land and right of way of corporations, and each of them named in said commissioners' report are exorbitant, which tracts of land and corporations and damages allowed are described as follows, to-wit:

Francis A. Ogden,	Fractional N. E. ¼, N. W. ¼, Sec. 20—78 A.	$350.
" " "	S. E. ¼, N. W. ¼	$750.
Knickerbocker Ice Company, a Corporation	S. E. ¼, S. W. ¼, Sec. 25, Tp. 37, R. 7	$700.
	N. ½ of that part of the E. ½ of N. W. ¼ North of Indian Boundary Line, Sec. 36, Tp. 37, R. 7	$450.
	The S. ½ of that part of the East ½ of the N. W. ¼ North of Indian Boundary line in said Sec. 36	$450.
Chicago, Indiana and Southern Railroad Company, for right of way and railroad through said Sec. 36		$17000.
Lake Shore and Michigan Southern Railway Company for right of way and Railroad said Sec		$35000.
Chicago, Lake Shore and South Bend Railway Company, all in Porter County, Indiana		$10000.

That each of said tracts of land excepting said railway companies' right of way will be greatly benefited thereby.

That each of said railroad and railway companies is a corporation organized and existing under and by virtue of the laws of the
1187 State of Indiana controlling and governing such corporations; that they are each common carriers of freight and passengers for hire, have the right to exercise the power of eminent domain and do and have exercised the same in procuring their sevral rights of way to be effected by said proposed drainage; that said proposed drainage is proposed to be accomplished by straightening and changing the course of a constant and natural waterway and river by changing and conducting the same across and under said rights of way and tracks of said railway corporations, each and all of which rights of way were acquired subject to such right and they are entitled to no damages therefore.

Third. That the lands above described, and each parcel thereof, are assessed too much as compared with other lands, assessed as benefited in said commissioners' report which other lands are de-

scribed in forty acre tracts ar ser tracts in the said report of said drainage commissioners, and . therein specifically described; that there are an exceedingly large number of said tracts so specifically described, to-wit: more than twelve Hundred thereof; that it would require much time, space and work to here set them out and describe them, that this remonstrant refers to said report filed herein as to each specific description therein and makes each thereof a part hereof as fully as if the same were written and embodied herein, and unless the court requires them specifically incorporated and embodied herein, asks that he be permitted to show the inequality of assessment as herein alleged, and prefers to so set them out and particularly describe each of said piece- and tracts of land if *the* shall desire or require the same to be done, or if said original petitioners or said drainage commissioners or any one else interested — said proceedings shall require that it be done.

1188 Fourth. That none of his lands above described, or any part thereof, will be affected or benefited to the extent of the assessments made in said commissioners' report by the proposed work, if accomplished.

Fifth. That his land, and each parcel thereof, above described will be damaged by the construction of the proposed work.

Sixth. That it will not be practicable to accomplish the proposed drainage without an expense exceeding the aggregate benefits.

Seventh. That the proposed work as decided upon and reported by the commissioners, will not be sufficient to properly drain the lands to be affected.

Eighth. That this Court has no jurisdiction over the subject matter involved in this proceeding and no jurisdiction to establish the drainage petitioned for, for the reason that one of the drainage commissioners appointed by the Court in this matter is not qualified to act as such for the reason that he is not a resident of any Township through or into which such ditch or drain is proposed to be constructed; that said drainage as it is proposed to be constructed in the County of Lake touches no other Township in said County excepting the Township of Hobart; that one of the drainage commissioners appointed by the Court, to-wit, A. P. Melton, is a resident of Calumet Township in the County of Lake, and not a resident of Hobart Township or any other township within said County through or into which such ditch or drain is proposed to be constructed. That this Court has no jurisdiction of the subject matter involved in this action for the further reason that at the September Term, 1909, of this Court this matter came on for hearing, and it was then ascertained

1189–1206 that the greater length of the ditch or drain proposed to be constructed was located in the County of Lake, State of Indiana; that at said time this Court referred said matter back to said commissioners for a new report instead of dismissing said action for want of jurisdiction, and your remonstrator says that said cause at said time should have been dismissed, and that the only Courts having jurisdiction of said matter were the Circuit or Superior Court of said Lake County, and that this Court has no jurisdiction of this matter at this time; that no jurisdiction

has been conferred on this Court since the last hearing at the said September Term, 1909.

Wherefore, said remonstrator prays the Court that said proceedings be dismissed and for costs. If, however, said ditch be by the Court established and ordered constructed, then and in that event, that the assessment of benefits to him be stricken out and disallowed, and for all other proper and necessary relief.

CRUMPACKER & CRUMPACKER,
Attorneys for Remonstrator.

Aff. of C. B. Tinkham.

STATE OF INDIANA,
County of Lake, ss:

C. B. Tinkham, being first duly sworn, says that he is one of the attorneys for the remonstrators named herein, and that he makes this verification for and in their behalf, that he has read the foregoing remonstrance and that all the facts therein stated are true as he verily believes.

(Signed) C. B. TINKHAM.

Subscribed and sworn to before me this 31st day of December, 1909.

[SEAL.] (Signed) FRED C. CRUMPACKER,
Notary Public.

My Comm. Ex. Sept. 25, 1913.

* * * * * * *

1207 (*Old Remonstrance of Portage Township Refiled.*)

STATE OF INDIANA,
County of Porter, ss:

In the Porter Circuit Court, December Term, 1909.

In the Matter of THE CALUMET DITCH.

Comes now Portage Civil Township, of Porter County, Indiana, and shows to the court that it is assessed by the report of the drainage commissioners in the above entitled matter on account of alleged benefits that will accrue to said Township by reason of the construction of the proposed ditch in manner and form as described in said report in the sum of Fifteen Thousand Dollars ($15,000.00).

That by the terms of said report it is alleged that said Township will be benefited in said sum on account of benefits that will accrue by reason of the construction of the proposed ditch to certain public highways in said report mentioned and described, and which said highways are described in said report as follows, to-wit: "All public highways of Portage Township which are situated within the marsh

and low grounds comprising the little Calumet River basin".
1208 That the above mentioned Portage Civil Township of Porter County, Indiana, hereby remonstrates against the report of the drainage commissioners for each of the following separate reasons, to-wit:—

First. That the report of the commissioners is not according to law.

Second. That the report of the said commissioners is not according to law in this, to-wit, that the description of the said highways of said Township which it is alleged in said report will be benefited by the construction of said proposed drain are not described with dufficient definiteness and certainty; that there is nothing in said report to show what highways it is claimed therein and thereby will be benefited and affected by the construction of said proposed ditch or drain, and that said report describes said high-ways as follows, to-wit: "All public highways of Portage Township which are situated within the marsh and low grounds comprising the little Calumet River basin, and there is nothing *is* said report to show what highways of said Township are situated within the marsh and low grounds comprising the little Calumet River basin, and there is nothing in said report to show what, if any, highways of said Township are slaimed to be situated within the marsh and low grounds comprising the little Calumet River basin, and said report does not state that there are any highways of said Township within the marsh and low grounds comprising the little Calumet River Basin; that this remonstrator is entitled to have the highways which it is alleged will be benefited definitely described, pointed out and designated in said report, and under the report of the said viewers the matter is left open to parole testimony to show what highways lie within the
1209 marshy and low grounds comprising the little Calumet River basin, and your remonstrator is entitled to know definitely and to be apprised by said report what highways it is claimed thereby are benefited; that there is a dispute and disagreement, and different individuals might honestly entertain different views and opinions as to the extent and boundaries of the marsh and low grounds comprising the little Calumet River basin, and said report should definitely designate said highways and designate the extent thereof which it is claimed will be benefited by the construction of said proposed drain in order that this remonstrator might know definitely the claim that it will have to meet and the highways it is claimed will be benefited by reason of the construction of the proposed drain; and your remonstrator therefore says that said report is not according to law and same should be referred back to the drainage commissioners for correction and amendment in order that said highways may be specifically described and that this remonstrator may know the claim made by the petitioners herein and by the report of said commissioners that it will have to meet to the end that an issue may be formed and that it may meet said issue and litigate it intelligently.

Third. For a third and further cause of remonstrance your remonstrator says that said report of said commissioners is not accordingly to law and same is contrary to law in this, to-wit:—That said

commissioners in their said report have awarded damages therein to the Chicago & Indiana Southern Railroad Company in the sum of Eleven Thousand Dollars ($11,000.00) on account of dam-
1210 ages which it is alleged will accrue to its right-of-way through Section thirty-six (36), Township thirty-seven (37) North, Range seven (7) West, in Porter County, Indiana; that by said report the Lake Shore & Michigan Southern Railway Company is awarded damages in the sum of Sixteen Thousand Dollars ($16,000.00) by reason of alleged injury to the right-of-way of its railroad through said Section thirty-six (36) and which it is alleged and claimed by said report will accrue to said Railway Company by reason of the construction of the said proposed drain; that by the terms of said report the Chicago, Lake Shore & South Bend Railway Company is awarded damages in the sum of Ten Thousand Dollars ($10,000.0-) by reason of injuries it is claimed said company will sustain to its right-of-way through said Section thirty-six (36) on account of the construction of the said proposed ditch. And this remonstrator says that each and all of said Railway companies are quasi public corporations and are common carriers for hire and that they are corporations carrying freight and passengers on the said respective railroads in and through the State of Indiana and to other states, and that as such they are subject to the local and police regulations of the State of Indiana, and that they hold their respective franchises, acquired their respective rights-of-way, own their respective railroads and operate the same subject to the right of the local *ua*thorities to establish public ditches and drains, and that as such corporations they are not entitled to any damages that they may sustain on account of the construction of the said proposed ditch or drain. That it is averred in said report that the said proposed
1211 ditch when constructed will be a work of public utility and will benefit public health and public highways, will reclaim large tracts of wet lands and overflowed lands, and that as such said proposed ditch will be a work of public utility and of great public benefit, and the said respective railroads, corporations are not entitled to any damages. That they have taken and hold and exercise all their rights, privileges and franchises to build, maintain and operate railroads subject to the public right to construct public ditches and drains which are of public utility, and works of public concern in which the public and people general- have an interest. And this remonstrator says that the awarding of damages to said respective Railroad Companies is wrongful, unlawful and is contrary to law, and that the said report of the said commissioners in allowing each of said railroad corporations damages is contrary to law and is in violation of the laws and public policy of the State of Indiana. This remonstrator further says that according to said report damages have been allowed to the Knickerbocker Ice Company, which is a public service corporation operating a railroad and said corporation is not entitled to any damages, and the said report is in that respect not according to law.

Fourth. That the report of the said commissioners is not according to law in this: That said assessment is made on said highways as

a whole and an aggregate sum of Fifteen Thousand Dollars ($15,000.00) is assessed against this remonstrator on account of benefits which it is alleged will accrue to three or four different highways, and your remonstrator says that each highway should be designated separately and the benefits that will accrue to each be sep-
1212 arately designated and your remonstrator assessed accordingly; that this remonstrator is entitled to have said assessment so made in order that it may contest each assessment separately and in order that each assessment of each separate highway may stand upon its own merits, and in order that an assessment on account of benefits to one highway will not be complicated with assessment of benefits that may accrue to another highway.

Fifth. Your remonstrator further remonstrates against said report for the reason that the damages awarded to the Chicago & Indiana Southern Railroad Company on account of injuries to its right of way through Section thirty-six (36), Township thirty-seven (37) North, Range Seven, (7) West in Porter County, Indiana, are exorbitant and excessive; that said damages are assessed in the sum of Eleven Thousand Dollars ($11,000.00), and said Railroad Company should be awarded nothing; that the sum of Sixteen Thousand Dollars ($16,000.00) awarded as damages to the Lake Shore & Michigan Southern Railway Company on account of injuries to its right-of-way through said Section thirty-six (36) is exorbitant and excessive and said Railway Company should be awarded nothing; that the sum of Ten Thousand Dollars ($10,000.00) awarded as damages to the Chicago, Lake Shore & South Bend Railway Company on account of injuries to its right-of-way is exorbitant and excessive, and said railway Company should be awarded nothing.

Sixth. Your remonstrator for further cause of remonstrance, says that its said highways so assessed as benefited will not be affected or benefited to the extent of the said assessment by the proposed work, if accomplished.

1213 Seventh. Your remonstrator, further remonstrating, says that its said highways so assessed as benefited and on account of which your remonstrator is assessed, are assessed too much as compared with the highways assessed in said report belonging to North Township, Lake County, Indiana, as belonging to Calumet Township, Lake County, Indiana, and as belonging to Hobart Township, Lake County, Indiana. Your remonstrator says that its assessment is too much as compared with the assessment of North Township, Lake County, Indiana. It further says that its assessment is too much as compared with the assessment of Calumet Township, Lake County, Indiana. It further says that it is *possessed* too much as compared with the assessment of Hobart Township, Lake County, Indiana. It further says that it is assessed too much as compared with the assessment of the town of Gary, in Lake County, Indiana. The said town of Gary, and the said Hobart, Calumet, and North Townships are each and all of them assessed for benefits which it is alleged in said report will accrue to highways in the said respective Townships, and the said town, which are severally situated within the marsh and low grounds comprising the little Calumet River basin;

that they are assessed in the same manner and in the same way that this remonstrator is assessed except this remonstrator's said assessment is too much and too great as compared with the assessment of each and all of the said other Townships and as compared with the said assessment of the said town of Gary; that your remonstrator has only three highways that lie within the marsh and low grounds comprising the little Calumet River basin, and all of said highways so lying within the marsh and low grounds comprising the
1214 little Calumet River basin are not to exceed two (2) miles in length; that the said Hobart Township, the said Calumet Township, the said North Township, and each of them have more than twenty times the number of highways that will be affected and benefited by the construction of the said proposed drain as are possessed by your remonstrator. That the said North Township, which by the report of the said commissioners is assessed in the sum of Thirty Thousand Dollars ($30,000.00) has about sixty (60) miles of public highways lying within the marsh and low grounds comprising the little Calumet River basin. That the said Calumet Township, which is assessed in the sum of Twenty-five Thousand Dollars ($25,000.00), has about sixty (60) miles of public highways lying therein. That the said Hobart Township, which is assessed in the sum of Ten Thousand Dollars ($10,000.00) has about thirty (30) miles of public highways lying therein. That the said town of Gary has a large number of public streets, to-wit: more than One Hundred (100) lying either wholly or in part within the marsh and low grounds comprising the little Calumet River basin. That the said town of Gary has fifty (50) miles of public streets—lying within the said marsh and low grounds comprising the said little Calumet River basin, and your remonstrator therefore says that its assessment is too high and too much and that its said highways are assessed too much and are assessed too high as compared with the assessment of each and all of the said other Townships and as compared with the assessments of their respective public streets and highways and the public streets and highways of each of them.

1215–1242 Eighth. Said remonstrator further says that its said highways are assessed too much as compared with all the other lands described and assessed in said report and as compared with each separate lot, tract or parcel thereof as the same is described and assessed in said report.

Wherefore and for each of the above and foregoing reasons the said remonstrator, Portage Civil Township, Porter County, Indiana, hereby remonstrates and asks that its assessment of benefits be modified and that it be reduced; that said report be modified and changed in accordance with the facts herein stated; that the same be referred back to the drainage commissioners for amendment and modification; that the damages awarded to said respective railroads be stricken out and set aside; that this remonstrator's benefits be cancelled and set aside and for all other necessary and proper relief.

PORTAGE CIVIL TOWNSHIP OF
PORTER COUNTY, INDIANA,
By C. E. FIFIELD, *Its Trustee.*

Aff. of C. E. Fifield.

STATE OF INDIANA,
County of Porter, ss:

C. E. Fifield, being first duly sworn upon his oath, deposes and says:

That he is the duly, legally, qualified and acting Trustee of Portage Township, Porter County, Indiana, and as such Trustee for and on behalf of said Township, makes this affidavit and files this remonstrance.

That he has read the above and foregoing remonstrance, is familiar with the facts therein stated, that the same are true in substance and in fact as he is informed, verily believes and he therefore charges and alleges under oath that the said facts are true.

(Signed) C. E. FIFIELD.

Subscribed and sworn to before me this 20th day of April, 1909.

(Signed) GRANT CRUMPACKER,
Notary Public.

[NOTARIAL SEAL.]

My commission expires Feb. 11, 1911.

* * * * * * *

1243–1257 *All Remonstrances Filed in Clerk's Office Ordered Filed in Open Court.*

#764.

In the Matter of THE CALUMET DITCH.

Come again the parties hereto, by counsel, and all remonstrances heretofore filed to the new report prior to January 4th, 1910, as shown by the filing of the Clerk of this court, are now ordered shown to be filed in open court as of the dates shown to be filed with the Clerk of this court as aforesaid.

(Signed) HENRY A. STEIS,
Special Judge.

* * * * * * *

1258 And petitioners now file written suggestion by the devisees of the death of petitioners, Evva C. Bryan and Charles G. Wicker — written suggestion is in these words:

STATE OF INDIANA,
Porter County:

Porter Circuit Court, May Term, 1910.

In the Matter of THE CALUMET DITCH.

Suggestion of Death of Parties.

Randall W. Burns upon his oath deposes and says he is one of the attorneys for the petitioners in this cause; that he makes this affidavit in behalf of petitioners and is authorized by them so to do.

That he is informed and verily believes that two of the petitioners namely, Eva Bryan and Charles G. Wicker, have each died since the filing of the petition in this cause. That they were living at the time of filing said petition and giving notice of the filing thereof.

(Signed) RANDALL W. BURNS.

Subscribed and sworn to before me this 31st day of May, A. D. 1910.

(Signed) C. S. PEIRCE,
Clerk Porter Circuit Court."

And come now Louis A. Bryan and Mary H. Wicker and file their separate petitions that this cause be revived against them in place and stead of their respective deceased consorts, Evva C. Bryan and Charles G. Wicker, which petitions are respectively in these words:

1259 *Petition of Louis A. Bryan that Cause be Revived Against Him.*

STATE OF INDIANA,
County of Porter, ss:

In the Circuit Court of Porter County, May Term, A. D. 1910.

No. —.

In the Matter of THE CALUMET DITCH.

Now comes Louis A. Bryan, sole devisee and heir at law under the last Will and Testament of Evva C. Bryan, deceased, and hereby suggests the death of said Evva C. Bryan, and that her last Will and Testament has been duly probated in Lake County, Indiana, and petitions and prays that he may be substituted in place and stead thereof.

The undersigned, the said Louis A. Bryan, represents that there are no other person or persons interested in the real estate of the said Evva C. Bryan than himself, who, as stated, is the sole devisee of the property of the said Evva C. Bryan, deceased.

(Signed) LOUIS A. BRYAN,
Sole Devisee and Heir at Law of Evva C. Bryan, Deceased.

Petition of Mary G. Wicker that Cause be Revived Against Her.

STATE OF INDIANA,
County of Porter, ss:

In the Circuit Court of Porter County, May Term, A. D. 1910.

No. —.

In the Matter of THE CALUMET DITCH.

Now comes Mary H. Wicker, sole devisee and heir at law under the last Will and Testament of Charles G. Wicker, deceased, and hereby suggests the death of said Charles G. Wicker, and that his last Will and Testament has been duly probated in Lake County, Indiana, and petitions and prays that she may be substituted in place
1260–1285 and stead thereof.

The undersigned, the said Mary H. Wicker, represents that there are no other person or persons interested in the Real Estate of the said Charles G. Wicker than herself, who, as stated, is the sole devisee of the property of the said Charles G. Wicker, deceased.

(Signed) MARY H. WICKER,
Sole Devisee and Heir at Law of Charles G. Wicker, Dec'd.

and the court being now sufficiently advised in the premises does now so order.

* * * * * * *

1286 *Special Findings Filed.*

In the Matter of THE CALUMET DITCH.

Special Finding.

The Court having been requested at the proper time to find the facts specially and state its conclusion of law thereon by the remonstrators, the Lake Shore and Michigan Southern Railway Company, The Chicago, Indiana and Southern Railroad Company, the Michigan Central Railroad Company, does now find the facts to be as follows:

1287 1. *Topography of the Little Calumet River.*

The Little Calumet River described in the petition and proceedings for the establishment of the ditch has its source in the county of La Porte, near Otis, Indiana, and runs westerly and in a measure parallel with the south shore of Lake Michigan, until such river

crosses the State line into Illinois; slowing thence westerly for a distance and until in time it runs and empties into the Big Grand Calumet, which last named river empties into Lake Michigan near South Chicago, Illinois. Between the valley of the Little Calumet river and the lake shore in Porter and Lake County, Indiana, there is a high ridge of sandy land averaging about thirty feet above the level of Lake Michigan; and some ten feet above the Calumet Valley. This sand ridge is a little more than one mile in width. There are no tributaries flowing into the said Calumet from the north.

It has on the south a tributary known as Salt Creek, which has its origin near Valparaiso in Porter County and which takes a northwesterly course to its intersection with the Little Calumet River at a point about four miles east of the west line of Porter County and about two miles south of the south shore of Lake Michigan. Said river has a tributary with its origin near Crown Point, in Lake County, known as Deep River, which intersects the Little Calumet River at a point about four and three-fourths miles west of the Porter County line and about three miles south of the south shore of Lake Michigan. These tributaries have will defined channels with beds and banks, are several miles in length respectively, and seldom, if
1288 ever go dry. The Little Calumet River has several small tributaries and one larger tributary known as the Hart Ditch entering said Little Calumet River from Lake County west of the point where the Main Ditch has its origin. Said Hart Ditch enters the Little Calumet Ditch about two and one half miles east of the State line. The said Hart Ditch has a bed and banks, is several miles in length and flows continuously and seldon if ever goes dry. Practically all of the water coming from the tributaries above mentioned, including the Hart Ditch, which empty into the Little Calumet River west of the point where the proposed Main Ditch has its origin will continue to flow down the natural course of said Little Calumet River and discharge their waters into Lake Michigan through said river at South Chicago, as heretofore.

All of the water of the Little Calumet River and that of all of those of its tributaries which enter it easterly from the point of the origin of the Main Ditch herein proposed will be carried by said Main Ditch and said Salt Creek Arm entering said Main Ditch, into Lake Michigan and will have as an outlet the outlet of said Main Ditch. The total area of the water shed to be drained by this proposed ditch consists of three hundred and fifty square miles.

2. The Court finds that Susan Clough is one of the petitioners in the above entitled cause and that she was at the time of filing the petition herein, has ever since been and now is the owner of the following described real estate in Lake County in the State of Indiana, to-wit: The South West quarter of the North West quarter of Section twenty (20), Township Thirty-six (36) North, Range Eight (8) West.

1289 The Court further finds that the Tolleston Club of Chicago is one of the petitioners herein; that said petitioner was at the time of filing the petition herein, has ever since been and now is the owner of the Northeast quarter of the South east quarter of Section

Eighteen (18), Township Thirty-six (36) North, Range Eight (8) in Lake County, Indiana.

The Court further finds that Gostlin, Meyn & Company is one of the petitioners herein; that said petitioner was at the time of filing the petition herein, has ever since been and now is the owner of the West one half of Lot Seven (7) excepting therefrom the railroad crossing the same in Section Twenty-four (24), Township thirty-six (36) North, Range Nine (9) West in Lake County, in the State of Indiana.

That said petitioners desire to drain said lands above described; that the drainage of said respective tracts of land cannot be accomplished in the best and cheapest manner, without affecting the lands of others; that said petitioners are the owners respectively of the said separate and distinct tracts of land above described and that the said lands of each of said respective petitioners were at the time said petition was filed, ever since have been and now are situated outside the corporate limits of cities and towns and not within the corporate limits of any city or town in this State; that said petitioners find it necessary to effectuate successful drainage of the said lands above described; that said lands cannot, nor can either or any of said tracts of land, be drained without affecting the lands of others; that each of the above described tracts of lands respectively will be
1290 benefited by the drainage herein prayed for and that each of said described tracts of land are assessed with benefits for said drainage; that each of said tracts of land are and were at the time of the filing of the petition and are at present wet and marshy and in need of drainage; that by the construction of said proposed drain each of said described tracts of land will be reclaimed and drained and benefited by this proceeding; which said lands are not and were not when said petition was filed within the corporate limits of any city or town and which said lands are situated in Lake County, Indiana.

3. That the proposed Calumet Ditch consists of a Main Ditch and a branch ditch known as the Salt Creek Arm; that the course of said proposed Main Ditch is described as commencing at a point in Lake Michigan which is 231.4 feet south and 927.3 feet west of the pipe at the Northeast corner of Lot three (3) in Section Twenty-five (25), Township Thirty-seven (37) North Range Seven (7) West in Porter County, Indiana, and thence South Seven (7) degrees Eighteen (18) minutes East 1913.1 feet, thence by a curve of Two (2) degrees to the right 281 feet; thence South One (1) degree Forty-one (41) minutes East 3092.4 feet, thence by a curve of four (4) degrees to the left 310.7 feet, thence South Fourteen (14) degrees Seventeen (17) minutes East 1102.8 feet, thence by a curve of ten (10) degrees to the right 600 feet, thence South 45 degrees fifty-three (53) minutes West 3600 feet, thence by a curve of Six (6) degrees to the right 200 feet, thence south Fifty-seven (57) degrees fifty-three (53) minutes west 2484.7 feet, thence by a curve of Six (6) degrees to the right 192.1 feet, thence South Sixty-nine (69) degrees twenty-five (25) minutes west
1291 6761.8 feet, thence by a curve of Fifteen (15) degrees to the left 308 feet, thence South twenty-three (23) degrees

Thirteen (13) minutes west 1038.4 feet, thence by a curve of Eleven (11) degrees Nine (9) minutes to the right 377.7 feet, thence south Sixty-six (66) degrees thirty-one (31) minutes West 14745.3 feet, thence south Seventy-five (75) degrees Thirty-eight (38) minutes West 4169 feet, thence by a curve of Eight (8) degrees to the left 445 feet, thence South Forty (40) degrees two (2) minutes West 312.5 feet, thence South Twenty-six (26) degrees Fifty-two (52) minutes West 2095.9 feet, thence South Eleven (11) degrees Twenty-seven minutes West 469.6 feet, and there terminating in Deep River at a point 1251 feet East and 852 feet North of the Southwest corner of Section Thirteen (13), Township Thirty-six (36) North, Range Eight (8) West, in Lake County, Indiana.

And the course of said Salt Creek Arm is described as commencing in the Main Ditch as above described at station number Sixty-three (63) plus 30.4 feet and thence by a curve of four (4) degrees to the left 1930.7 feet, thence North Eighty-eight degrees Thirty-nine (39) minutes East 5619.3 feet, and there terminating in the Little Calumet River at the mouth of Salt Creek at a point *of* 1230 feet East and 100 feet South of the center of Section Thirty-one (31) Township Thirty-seven (37) North, Range Six (6) West in Porter County, Indiana.

4. Said Calumet Ditch is located in the counties of Porter and Lake in the State of Indiana. 22,300 feet of the length of said ditch is located in Lake County and 29,650 feet of the length of said ditch is located in Porter County, and the greatest
1292 length of said proposed ditch is located in Porter County.

5. The Main Ditch will have a bottom width of Seventy feet from station zero (its point of outlet) for a distance of one and two tenths miles up stream and bottom width of fifty feet for the remaining distance up stream. The Salt Creek Arm will have a bottom width of fifty feet from its point of intersection with the Main Ditch for a distance of Nine Hundred feet up stream and a bottom width of Forty-feet for the remaining distance up stream. Said proposed Main Ditch will have side slopes of two feet horizontally to one foot vertically for a distance of one and two tenths miles up stream from the outlet and side slopes of one foot horizontally to one foot vertically for the remaining distance up stream. Said Salt Creek Arm will have side slopes of one foot horizontally to each foot vertically. Said Main Ditch will vary in depth from eleven feet at its starting point to fifty-eight feet at its greatest depth. Said Salt Creek Arm will vary in depth from ten feet at its shallowest point to twenty-two feet at its deepest point. The grade line of the bottom of the Main Ditch will have a downward slope toward the outlet of one foot perpendicularly to ten thousand feet horizontally. The Salt Creek Arm will have a corresponding slope for bottom grade line for a distance of nine hundred feet. The Salt Creek Arm will bear from a northwesterly course to a northerly course by gentle curve. The Main Ditch will take an easterly course down stream from its upper end for a distance about seven and twenty-three hundredths miles and will then curve by

a gentle curvature to the north and take a course north for
1293 a distance of one and two tenths miles to its outlet into Lake Michigan. The Main Ditch will have a total length of eight and forty-three hundredths miles.

6. Two rows of jetties are to be constructed each starting at a point twenty-five feet inside of the shore line above highwater mark on the south shore of Lake Michigan and extending out into the lake at right angles with the shore line of the lake and parallel to the line of the proposed drain for a distance of two hundred feet. Said respective rows of jetties are to be an equal distance of forty feet from the center line of the proposed drain produced. Said two rows of jetties are to be at a distance of eighty feet apart. Each row of jetties consists of white oak piling driven side by side so that their edges touch in two rows. The rows to be six feet apart. The piling to be tied together with timber, then the space between the rows to be completely filled with rock. The top of the piling and filling to come to a height of three feet above the surface level of the water in the lake. The space between the rows of jetties to be excavated to grade line of drain. Said jetties will protect the outlet of said drain from becoming filled with gravel and sand.

7. At a point nine hundred feet up stream from the point of the outlet of the Salt Creek Arm into the Main Ditch there is to be constructed a dyke on said Salt Creek Arm. Said dyke is provided as aforesaid in order to reduce the fall in said Salt Creek Arm by changing the grade line of bottom of ditch. By the aid of said dyke the water is to be dropped down nine feet from the grade line at crest of dyke to the new grade line nine feet below at floor of dyke. The drain will have a depth of eleven
1294 feet at and above the crest of the dyke and a depth of Twenty feet just below the crest of the dyke. Said dyke is to be constructed securely with white oak piling and heavy white oak timbers throughout and all connections to be securely fastened. It will have side walls or wings to conduct the water in, through and beyond said dyke, a crest of timbers, for the water to fall over and a floor or apron constructed horizontally below to catch the water as it falls over the crest; also a perpendicular wall facing for space between crest and apron. The bottom grade line of said Salt Creek Arm from the crest of said dyke up to its source is to be elevated to the extent of four feet perpendicularly to ten thousand feet horizontally. Said dyke will serve to reduce the velocity of the water flowing in the channel of said Salt Creek Arm and will prevent excessive washing on the sides and bottom of said channel.

The Court finds that the said jetties and the said dyke above mentioned are to be constructed of substantial and durable material; that the timbered parts of said dyke are to consist of white oak timbers of the best grade and white oak piling of the best grade and suitable size; that said timbers that tie said structure together are heavy and durable and to be of the best grade of white oak; that said dyke will remain permanently as part of the construction work of said system of drainage; that the piling to be

used in said jetties are to be of first grade white oad timber of sufficient size and length to make them secure and durable and the cross timbers and ties and fastenings are to be of heavy white oak timber of the best grade; that said dyke and jetties are each respectively to be fastened in numerous places with substantial bolts so as to hold the same together and in position securely;
1295 that the greater part of said structure will be submerged and under water; that the jetties are to be completely filled with broken stone to a height of three feet above the surface of the lake.

8. The Little Calumet River from the point where it is intersected by Salt Creek on west to its outlet has a moderate fall. The distance from the point of intersection of the Salt Creek tributary following the stream to its outlet is fifty-four miles and the total fall between said intersection and its outlet is 19.5 feet. Said river from a point two and one half miles or more above the outlet of said Salt Creek, on down stream to its outlet at South Chicago, has a definite channel and can be readily traced. It varies in width but has an average width of from sixty to ninety feet. Its depth also varies and ranges from only a few inches in depth below the surface of the marsh at some parts of its course to depths of four feet or more at other places in its course. It has natural curves at frequent intervals throughout its course. There are some places where it is partially obstructed by washed material, piling of bridges and willows, etc. The capacity of said river is too small for the volume of water supplied by its water shed. The fall is also so slight as to make it a slow and sluggish stream. At times of heavy rains and freshets and at times when snow is melted in large quantities the river overflows its vanks and the said overflow waters spread out in wide sheets over the marsh hereinafter described. Said overflows sometimes reach a width of a mile to a mile and a half in the widest places along the course of said river in Lake County, and a half mile or more in Porter County.

1296 9. There is a marsh which begins two and one half miles or more east of the intersection of said Salt Creek with the Little Calumet River which said marsh extends thence in a westerly course following the line of the Little Calumet River westerly and crossing that part of Porter County westerly from said starting point of said marsh and continuing on westward crossing Lake County. Said marsh has a width ranging from one half mile to one and a half miles throughout its course as above described. The lands comprising said marsh become wet at various times of the year and are unfit for cultivation because of excessive moisture due to the overflow of said Little Calumet River and its tributaries and the lack of said Little Calumet River to drain and carry off the surplus waters during the rainy months and seasons of the year and said lands are thereby rendered wet, cold and unfit for cultivation and uninhabitable. There are fourteen thousand acres of said lands contained in said marsh. Said lands need drainage. By the construction of the proposed drain said land will be drained and reclaimed so that the great portion can be farmed and cultivated.

There are numerous highways crossing said marsh which are wet and at times unfit for travel or use by the public because of their wet and over-flowed condition. By the construction of said proposed drain said highways will be drained so that their maintenance for public travel will be less expensive and their use for public travel will be uninterrupted by over-flows. There are numerous railway lines, other than those herein specifically mentioned, crossing said marsh and the Little Calumet River; that the road beds are raised several feet above the surface level of said marsh; that in
1297 times of high water the grades and read beds of some of said railway lines become wet and saturated with water; that it weakens said road beds; that makes the cost of maintenance more expensive. By the construction of said proposed drain said railway grades and roadbeds will be drained and thereby made more safe for the movement of trains and less expensive to maintain. Very many years ago the Lake Shore and Michigan Southern Railroad was constructed and is now operated and maintained under the general laws of Indiana along on the said ridge of high land between the said river and the Lake Michigan and through the counties of Lake and Porter. The last named railroad uses a double track railroad system between Chicago and the city of Cleveland, Ohio, and forms a part of what is known as the New York Central Lines or system. The Chicago, Indiana and Southern Railroad Company also owns and maintains a single track railroad line upon said ridge and near to and approximately parallel to the Lake Shore Railroad.

10. By the construction of said Main Ditch and Salt Creek Arm the waters flowing down the Little Calumet River from the East and the waters of said Salt Creek will enter said Salt Creek Arm at the point designated as the source of said Salt Creek Arm and be thence carried along the course of said Salt Creek Arm to its outlet into the Main Ditch and thence down the main Ditch into the Lake thereby securing an outlet into Lake Michigan. That by the construction of said Main Ditch at its starting point said waters will be carried thence down said Main Ditch and into Lake Michigan through the outlet of the Main Ditch.

1298 11. The Court finds that it will be practicable to accomplish the proposed drainage without an expense exceeding the aggregate benefits; that the aggregate benefits of said proposed drainage will exceed the aggregate costs, damages and expenses of accomplishing said proposed drainage. That the costs, damages, and expenses of such drainage will be less than the benefits, which will result to the owners of the lands which will be benefited thereby. That the total estimated cost for the construction of the drainage herein including all damages allowed by the commissioners and approved by the Court is 314,398.98 Dollars; that the total benefits assessed are 335,264.69 Dollars.

12. That the proposed work will improve the public health.

13. That the proposed work and drainage will benefit public highways in Calumet Township and North Township; also a public highway in the town of East Gary and public highways and streets in the city of Gary, in Lake County; also public highways in Portage

Township, and a public highway in Westchester township, in Porter County, Indiana.

14. That the proposed work and drainage will be of public utility.

15. That the proposed work as decided upon and reported by the Commissioners of Drainage will be sufficient to properly drain the lands and easements to be affected.

16. The Court finds that the Chicago, Indiana and Southern Railroad Company is a steam railroad Company duly organized and existing under the general laws of the State of Indiana providing
1299 for the incorporation of steam railways and has been such continuously since the date of filing the petition herein, and was such railroad company on said date; that said company at the time of filing the petition herein owned and has ever since owned and does now own its right-of-way which is 100 feet in width and which crosses Section Thirty-six (36), Township Thirty-seven North, Range Seven (7) West, in Porter County, Indiana, and which extends in an east and west direction; that by the report of said Drainage Commissioners said Company was awarded damages in the sum of $17,000.00 to its said right-of-way in said Section, township and range aforesaid.

The Court finds that the Main channel of the proposed ditch will *interest* said right-of-way within said section aforesaid at approximately right angles to the line of said company's right-of-way and that said intersection will be made at a point near station thirty-seven (37), which point is between station zero and station sixty-three plus thirty of the line of said Main channel of said ditch; that at the point of said intersection the specifications provide that bridges of railroads and railways may be built upon piers to be constructed in the side slopes of said channel, but not closer than forty-three feet on either side from the center line of the channel measuring along the bottom of the channel; that the peirs for a bridge crossing said channel when so constructed can be set agreeably to the specifications in said report at a distance of eighty-six feet in the clear from each other; that the distance from the grade line of the bottom of the channel of said proposed ditch to the top of the rails of the railroad track of said company at said point is 30 75/100 feet;
1300 that said railroad company has a single track and two switch tracks with two switches for the same at the point in said section where its right-of-way crosses the channel of said proposed ditch; but that said switch tracks do not cross the channel of the proposed ditch, but that the points where both switches are come within the channel of said ditch; that at the point where the channel of said proposed ditch intersects the right-of-way of said railroad company there is not now and never has been any ditch drain or water course; that said railroad company is and was at the time said petition was filed engaged in carrying freight and passengers for hire over its said right-of-way crossing said section from points both east and west of the point of its intersection with the channel of the proposed ditch; that said railroad company has no other property other than its said right of way that is in any manner affected or

interferred with or touched by said drainage proceeding herein; that said Chicago, Indiana and Southern Railroad Company will not be damaged by the construction of said proposed drain.

17. The Court finds that the Lake Shore and Michigan Southern Railway Company is a steam railroad company duly organized and existing under the general laws of the State of Indiana providing for the incorporation of steam railways and has been such continuously since the date of filing the petition herein and was such railroad company on said date; that said company at the time of filing said petition owned, has ever since owned and still owns a right-of-way for its railway line which is 100 feet in width; that said right-
of-way crosses Section thirty-six (36), Township thirty-seven
1301 (37) North, Range Seven (7) West in Porter County, Indiana
in an east and west direction; that by the report of said drainage commissioners said company was awarded damages in the sum of $35,000.00 to its said right-of-way in said section, township and range aforesaid.

The court finds that the main channel of the proposed ditch will intersect said right-of-way within said section aforesaid at approximately right angles to the line of said company's right-of-way; that said intersections will be made at a point near station Forty-seven (47), which said point is between station zero and station sixty-three plus thirty of the line of said main channel of said ditch; that at the point of said intersection the specifications provide that bridges of railroads and railways may be built upon piers to be constructed in the side slopes of said channel but not closer than forth-three feet on either side from the center line of the channel, measuring along the bottom of the channel; that the piers for bridges crossing said channel when so constructed can be set agreeably to the specifications in said report at a distance of eighty-six feet in the clear from each other; that the distance from the grade line of the bottom of the channel of said proposed ditch to the top of the rails of the railroad track of said company at said point is thirty-four feet; that said railroad company has a double track at the point where its right-of-way crosses the channel of said proposed ditch; that at the point where said intersection is made the surface level of the country is twenty-five to thirty feet above the surface level of the water in Lake Michigan; that at the point where the Little Calumet River
enters the main channel of said proposed drain the surface
1302 level of the water in said river is about nineteen feet higher
than the surface level of the water in Lake Michigan; that at the point where the channel of said proposed ditch intersects the right-of-way of said railroad company there is not now and never has been any ditch, drain or water course; that said railroad company is a common carrier of freight and passengers and is engaged in carrying freight and passengers for hire over its said right-of-way crossing said section above described from points both east and west of the point of its intersection with the channel of the proposed ditch; that said railroad company has no other property other than its said right-of way that is in any manner affected or interfered with or touched by said drainage proceeding herein; that said Lake Shore

and Michigan Southern Railway Company will not be damaged by the construction of said proposed drain.

18. The Court further finds that at the point where the ditch passes under the bridge of the Michigan Central Railroad Company, the natural channel of the stream spanned by the present bridge will have to be deepened about seven or eight feet, which will necessitate the re-building of the abutments and piers upon which the bridge rests.

The Court also finds that the defendant, Michigan Central Railroad Company will neither be damaged or benefited by the proposed drain.

19. The Court finds that the Chicago, Indiana and Southern Railroad Company, the Michigan Central Railroad Company, and the Lake Shore and Michigan Southern Railway Company or either of them own no property affected by the proposed drainage than heretofore mentioned in the previous findings.

1303 20. The Court finds that the right-of-way described in the Commissioners' Report in Sections Sixteen (16) and Twenty-one (21) Township thirty-six (36) North, Range nine (9) West, in Lake County and the following real estate in Lake County, described as follows: East four chains of the Southwest quarter of the Northwest quarter of Section twenty-one (21), Township thirty-six (36) North, Range Nine West, as the property of the Indiana Harbor Railroad Company, is now owned by the Chicago, Indiana and Southern Railroad Company, and that neither said right-of-way or parcel of real estate above described will be benefited by the construction of the proposed drainage.

Dated this 21st day of March, 1911.

(Signed) HENRY A. STEIS,
Special Judge of the Porter Circuit Court of Porter County.

Conclusion of Law.

Upon the foregoing facts, the Court concludes the law to be as follows:

1st. That the Chicago, Indiana and Southern Railroad Company should not be charged with any benefits by reason of the construction of the proposed work either as to its right-of-way or the parcel of land described as the East four chains of the Southwest quarter of the Northwest quarter of Section twenty-one (21), Township Thirty-six (36) North, Range Nine (9) West, in Lake County, Indiana; and that said Company is not entitled to recover any damages by reason of the construction of the proposed work.

1304 2nd. That the Michigan Central Railroad Company should not be charged with any benefits by reason of the construction of the proposed work, nor is it entitled to recover any damages.

3rd. That the Lake Shore and Michigan Southern Railway Company is not entitled to recover any damages by reason of the construction of the proposed work.

4th. That the proposed work is of public utility and should be established and constructed.

Dated March 21, 1911.

(Signed) HENRY A. STEIS,
Special Judge of the Porter Circuit Court of Porter County, Indiana.

Mich. Central R. R. Co. et al. Except.

And thereupon at the time said special findings of facts and conclusions of law thereupon above mentioned were signed and filed by the Court in this case, the remonstracts, Michigan Central Railroad Company, Lake Shore & Michigan Southern Railway Company and Chicago, Indiana & Southern Railroad Company jointly excepted to each one of the separate conclusions of law as found by the Court, to-wit: To conclusions numbered 1, 2, 3, and 4, and to each one of them separately.

And thereupon at the time said special findings of facts and conclusions of law were signed and filed by the Court in this case, the remonstrant Michigan Central Railroad Company separately and severally excepted to each one of the separate conclusions of law as found by the Court, to-wit: To conclusions of law numbered 1, 2, 3, and 4, and to each one of them separately.

1305 And thereupon at the time said special findings of facts and conclusions of law were signed and filed by the Court, the remonstrant Lake Shore & Michigan Southern Railway Company, excepted separately and severally to each one of the separate conclusions of law as found by the Court, to-wit: To conclusions numbered 1, 2, 3, and 4, and to each one of them separately.

And thereupon at the time said special findings of facts and conclusions of law were signed and filed by the Court, remonstrant Chicago, Indiana & Southern Railroad Company separately and severally excepted to each one of the separate conclusions of law as found by the Court, to-wit: To conclusions numbered 1, 2, 3, and 4 and to each one of them separately.

And afterwards to-wit:—on Wednesday, March 22, 1911, the same being the 9th judicial day of the regular March Term, 1911, of said Court, held at the place aforesaid and before Hon. Henry A. Steis, Special Judge of said Court, the following further proceedings were by said Court had in said cause and entered of record, to-wit:—

Ditch Ordered Established.

Come again all the parties to this matter, by counsel, and the Court having heard all the evidence herein and being sufficiently advised in the premises, finds for the petitioners that all the ma-

terial allegations of their petition herein are true; that the
1306 proposed work will improve the public health and that it will be sufficient to properly drain the land effected thereby; that it will be practicable to accomplish the proposed drainage without expense exceeding the aggregate benefits to the parties affected thereby; that said work will be of public utility and that the same should be and is hereby ordered and declared established as the same is set forth in the report of the commissioners of drainage herein, subject to the modifications of said report hereafter set forth which said report of the drainage commissioners herein is in the following words and figures, to-wit:—

(See pages numbered from 851 to 1011 of this transcript for the second report of the drainage commissioners in this cause.)

1307 And the specifications for the dike and jetties in said matter, filed in this cause on October 18, 1910, filed for the purpose of making said report more specific, and which was ordered made a part of said report, which specifications are in the following words and figures, to-wit:—(insert) (See pages 1276 to 1281 of this transcript for specifications referred to.)

And the Court further finds, in favor of the following named remonstrators, that their assessments of benefits as set forth in the report, should be equalized and modified as follows:—

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No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
2072.	Clarence E. Fifield, as Township Trustee of Portage Township, and Portage Township, Porter County, Indiana.	All Public Highways of Portage Township which are situated within marsh and low grounds comprising the Little Calumet River Basin.....				$5,000.
1037.	George Earle.....	All North of the Calumet River in North West ¼..	17	36	7	$250.
1038.	George Earle.....	North ½ of Lot 3.....	17	36	7	$300.
1039.	George Earle.....	South ½ of Lot 3.....	17	36	7	$150.
1040.	George Earle.....	North-west ¼ of North-east ¼, except 1.76 chains off East side.....	17	36	7	$450.
1056.	George Earle.....	Lot 3	18	36	7	$550.
1308						
1057.	George Earle.....	North 40 acres of Lot 4.....	18	36	7	$600.
1057½.	George Earle.....	Lot 4 North of Michigan Central Railroad except 40 acres off North end.....	18	36	7	$600.
1058.	George Earle.....	West ½ of South West ¼ North of Michigan Central Railroad	18	36	7	$300.
1060.	George Earle.....	North 40 acres of Lot 5.....	18	36	7	$600.
1060½.	George Earle.....	Lot 5 North of Michigan Central Railroad except 40 acres off North end.....	18	36	7	$400.
1135.	Oliver H. Bogue, William E. Higgins, Henrietta E. Weir, George Earle, Thomas J. Wood, Wilhelmina Griesel.....	North East ¼ of South East ¼ except railroad....	13	36	8	$660.

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1136.	Oliver H. Bogue, William E. Higgins, Henrietta E. Weir, George Earle, Thomas J. Wood, Wilhelmina Griesel.....	South East ¼ of South East ¼.....	13	36	8	$50.
1137.	Oliver H. Bogue, William E. Higgins, Henrietta E. Weir, George Earle, Thomas J. Wood, Wilhelmina Griesel.....	South West ¼ of South East ¼.....	13	36	8	$650.
1139.	Oliver H. Bogue, William E. Higgins, Henrietta E. Weir, George Earle, Thomas J. Wood, Wilhelmina Griesel.....	North West ¼ of South East ¼.....	13	36	8	$750.
1140.	Oliver H. Bogue, William E. Higgins, Henrietta E. Weir, George Earle, Thomas J. Wood, Wilhelmina Griesel.....	All that part of Lot 2 in North East ¼.....	13	36	8	$250.
1309						
1314.	George Earle.....	North West ¼ of North West ¼.....	24	36	8	$700.
1315.	George Earle.....	North East ¼ of North West ¼.....	24	36	8	$400.
1316.	George Earle.....	South East ¼ of North West ¼.....	24	36	8	$....
1296.	George Earle.....	North East ¼ of North East ¼ except Railroad....	23	36	8	$650.
1297.	George Earle.....	North West ¼ of North East ¼, except Railroad...	23	36	8	$575.
1298.	George Earle.....	South West ¼ of North East ¼.....	23	36	8	$360.
1299.	George Earle.....	South East ¼ of North East ¼, except Railroad...	23	36	8	$40.

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1300.	George Earle	North East ¼ of North West ¼ except Railroad	23	36	8	$580.
1301.	George Earle	South East ¼ of North West ¼	23	36	8	$620.
1302.	George Earle	East ½ of South West ¼ of North West ¼	23	36	8	$300.
1304.	George Earle	North West ¼ of North West ¼	23	36	8	$675.
1307.	George Earle	North West ¼ of South West ¼	23	36	8	$300.
1284.	George Earle	North West ¼ of North East ¼	22	36	8	$750.
1285.	George Earle	North East ¼ of North East ¼	22	36	8	$600.
1286.	George Earle	South West ¼ of North East ¼	22	36	8	$750.
1287.	George Earle	South East ¼ of North East ¼	22	36	8	$675.
1310						
1288.	George Earle	North West ¼ South East ¼	22	36	8	$675.
1289.	George Earle	North East ¼ of South East ¼	22	36	8	$525.
2210.	George Earle	North East ¼ of North East ¼ South of River	18	36	7	$80.
2207.	John R. Coleman	Southwest ¼ of Southeast ¼ South of River (Ex. 3.20 acres off East end)	8	36	7	$260.
1295.	James Mundell	West ½ Lot #3	22	36	8	$900.
1295½.	James Mundell	East ½ Lot #3	22	36	8	$750.
1729.	William Johnson	23.20 acres off of the North end of the West half of Fractional North West ¼	1	36	7	$280.
1730.	William Johnson	40 acres off of the South end of the West ½ of Fractional North West ¼	1	36	7	$445.
1731.	William Johnson	22.22 acres off of the North end of the East ½ of Fractional North West ¼	1	36	7	$290.
1732.	William Johnson	40 acres off of the South end of the East ½ of Fractional North West ¼	1	36	7	$150.
1733.	William Johnson	40 acres off of the South end of the West ½ of Fractional North East ¼	1	36	7	$85.
1734.	William Johnson	21.66 acres off of the North end of the West ½ of Fractional North East ¼	1	36	7	$65.00

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No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1735.	William Johnson.....	21.10 acres off of the North end of the East ½ of Fractional North East ¼.....	1	36	7	$65.00
1311						
1736.	William Johnson.....	40 acres off of the South end of the E. ½ of Fractional North East ¼.....	1	36	7	$....
1864.	William Johnson.....	All that part of the South West ¼ South East ¼ South of Calumet River.....	36	37	7	$450.
1865.	William Johnson.....	All that part of the North West ¼ of the South East ¼ South and East of the Calumet River.....	36	37	7	$210.
1754.	William Johnson.....	The South East ¼ of the North East ¼.....	2	36	7	$430.
1755.	William Johnson.....	North East ¼ of the South East ¼ South of the Calumet River	2	36	7	$200.
2103.	William Johnson.....	North East ¼ of South West ¼.....	1	36	7	$30.
1747.	Jane E. Crisman.....	The West ½ of the North-east ¼ East and South of the Calumet River except 40 acres off the South end	2	36	7	$250.
1748.	Jane E. Crisman.....	40 acres off the South end of the West ½ of the Fractional North-east ¼ East and South of the Calumet River	2	36	7	$400.
1749.	Jane E. Crisman.....	The North-west ¼ of the South-east ¼.....	2	36	7	$400.
1920.	Jane E. Crisman.....	North-east ¼ of the North-east ¼, except Railway..	10	36	7	$25.
2116.	Jane E. Crisman.....	West ½ of North-west ½ (except Railroads).....	11	36	7	$70.
2212.	M. R. Hart.....	South-east ¼ of South East ¼ (ex. Michigan Central Railway)	11	36	8	$550.
1741.	Harriett D. Miller.....	West ½ of the South West ¼ West of the Calumet River	2	36	7	$200.

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1780.	Jacob Lenberg.....	South-west ¼ of the South-east ¼ South of the River	3	36	7	$400.
1781.	Jacob Lenberg.....	South-east ¼ of the South-west ¼ South of the Calumet River	3	36	7	$220.
1866.	Joseph Bender.....	20.74 acres off of the North end of Lot #7 in the North-east ¼	36	37	7	$270.
1867.	Joseph Bender.....	The South-east ¼ of the South-east ¼.....	36	37	7	$530.
1868.	Joseph Bender.....	The North-east ¼ of the South-east ¼ East of the River	36	37	7	$370.
1753.	Joseph Bender.....	The North ½ of the North-east ¼ of the South-east ¼	2	36	7	$200.
			36	37	7	$100.
1860.	Charles Swanson.....	Lot #4	36	37	7	$250.
1858.	John A. Swanson.....	That part of Lot #1 in the South-east ¼.....	36	37	7	$400.
1859.	John A. Swanson.....	That part of Lot #1 in the North-east ¼.....	36	37	7	$350.
2108.	Charles Swanson.....	South-east ¼ South East ¼ North of River.....	35	37	7	
2084.	Parr A. Johnson, as Township Trustee of Westchester Township, and Westchester Township, Porter County, Indiana.	All public highways of Westchester Township which are situated within the marsh and low ground comprising the Little Calumet River Basin.....				$400.
	Town of East Gary.....	All the Streets and alleys and public highways of East Gary, which are situated within the marsh and low grounds comprising the Little Calumet River Basin				$1,000.

1313

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
965.	Wilhelmina Anderson....	South-west ¼ of North-east ¼.....	8	36	7	$530.
966.	Wilhelmina Anderson....	South-east ¼ of North-east ¼.....	8	36	7	$530.
967.	Wilhelmina Anderson....	South-west ¼ of North-west ¼.....	8	36	7	$475.
968.	Wilhelmina Anderson....	South-east ¼ of North-west ¼.....	8	36	7	$500.
972.	Wilhelmina Anderson....	Lot 1 of South East ¼.....	8	36	7	$450.
973.	Wilhelmina Anderson....	North-west ¼ of South-east ¼.....	8	36	7	$450.
974.	Wilhelmina Anderson....	Lot 2, except 40 acres off North end.....	8	36	7	$200.
975.	Wilhelmina Anderson....	North-east ¼ of South-west ¼.....	8	36	7	$500.
976.	Wilhelmina Anderson....	Lot 3 except 40 acres off North end.....	8	36	7	$400.
977.	Wilhelmina Anderson....	North-west ¼ of South-west ¼.....	8	36	7	$530.
978.	Wilhelmina Anderson....	South-west ¼ of South-west ¼.....	8	36	7	$400.
2204.	Wilhelmina Anderson....	North-east ¼ of North east ¼ South of Wabash Railway	8	36	7	$200
2205.	Wilhelmina Anderson....	North-west ¼ of North-east ¼ South of Wabash Railway	8	36	7	$175.
985.	Wilhelmina Griesel.....	North-west ¼ of North-west ¼, excepting Railroad.	9	36	7	$275.
986.	Wilhelmina Griesel.....	Lot 3, except North 40 acres and except that part South and West of Road.....	9	36	7	$300.

1314

1740.	John A. Danielson and Sophia Brink.....	Fractional North East ¼ of the North West ¼.....	2	36	7	$275.
1740½.	John A. Danielson and Sophia Brink.....	South-east ¼ of the Fractional North-west North of the River.....	2	36	7	$220.
1738.	Swan Swanson.....	Fractional North-west ¼ of the North-west ¼ except 1 acre in the North-west corner.....	1	36	7	$25.

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1739.	Swan Swanson.....	The South-west ¼ of the North-west ¼ North of the River	2	36	7	$500.
1778.	Charles Johnson and D. Strom	The East 28.60 acres of Lot #2 in the South-east ¼	3	36	7	$200.
1777.	Charles Johnson.....	The East 11.25 acres of West 22.05 acres of *of* Lot #2 in the South East ¼.....	3	36	7	$50.
1787.	Charles Johnson.....	5.50 acres in North West corner of the South 32.05 acres of the East ½ of the Fractional North-east ¼	3	36	7	$000.
993.	Phillip Schneider.....	East ½ of Lot 5, in South-west ¼.....	9	36	7	$250.
996.	Phillip Schneider.....	The North 40 acres of so much of the following as lies in section 9, commencing at intersection of North line of Michigan Central Railroad and North and South center line of Section 16, then North 75 degrees East along Railroad 9.45 chains, then North to Calumet River, then South-west along River to center North and South line of Section 9, then South to place of Beginning.....	9	36	7	$350.
1315						
997.	Phillip Schneider.....	The North 40 acres of so much of the following as lies in Section 9, commencing on North line of Michigan Central Railroad 623.7 feet East of center line of Section 16, then East 237 feet, then North 963.63 feet, then East 328 feet, then North to River, then West to point North of place of beginning then South to place of beginning.....	9	36	7	$300.00
2200.	Phillip Schneider.....	East ½ Lot 5 in North-west ¼.....	9	36	7	$75.00
1861.	Edgar D. Sargent.....	40 acres off the South end of Lot No. 5 in the South-west	36	37	7	$500.00

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1863.	Edgar D. Sargent.....	Lot 5 in the South-west quarter, excepting 40 acres off the South end.....	36	37	7	$100.00
2109½.	William Johnson.....	Southeast of the Southeast, South of the river.....	35	37	7	000
994.	George Passow and William Kostbade.....	The North 40 acres of so much of following as lies in Section 9, commencing 5 chains West of the North East corner of the South East ¼ of the South East ¼ of Section 9, then North to Calumet River, then South 65 degrees West 19.50 chains, then South to the Michigan Central Railroad, then South 75 degrees East 2.75 chains, then North 22.85 chains to North-west corner of said Southeast ¼ of the South-east ¼ then East 15 chains to place of beginning.....	9	36	7	$480.00
1316						
994½.	George Passow and William Kostbade.....	The South 40 acres of North 80 acres of so much of the following as lies in Section 9, commencing 5 chains West of North East corner of the Southeast ¼ of Section 9, then North to the Calumet River then South 65 degrees West 19.50 chains then South to Michigan Central Railroad, then South 75 degrees East 2.75 chains then North 22.85 chains to North-west corner of said South East ¼ of South-east ¼, then East 15 chains to place of beginning.....	9	36	7	$150.00

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995.	George Passow and William Kostbade.....	Part of lot 7 and part of North-east ¼ of South-east ¼ commencing on South side of River on line between Sections 9 and 10, then South 48.50 chains, then West 5 chains, then North to River, then North 65 degrees East 5.50 chains to place of beginning	9	36	7	$240.00
1750.	Isaac Crisman.....	South-west ¼ of the South-east ¼.....	2	36	7	$130.00
2117.	" "	East ½ of the North-west ¼ (North of B. & O. R. R.)	11	36	7	$80.00
1541.	Indiana Harbor Railroad Company	East 4 chains of South-west ¼ of North-west ¼....	21	36	9	$ Nothing
1719.	Indiana Harbor Railroad Company	Right-of-way through Lake County, Indiana.....16	21	36	9	$ Nothing
1713.	Michigan Central Railroad Company	Right-of-way through —	18	36	7	....
1317		Also through Sections 11 in Lake County, Indiana 13	14	36	7	$ Nothing
1706.	William O. Johnson as Township Trustee of Calumet Township, and Calumet Township, Lake County, Indiana.....	All public highways of Calumet Township which are situated within the marsh and low grounds comprising the Little Calumet River Basin.....				$11,000.
1392.	Wilton Johnson.....	West ½ of East ½ of South-west ¼ South of Calumet River	15	36	9	$107.50
1564.	Wilton Johnson.....	West ½ of West ½ of East ½ of North West ¼....	22	36	9	$166.67

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1565.	Wilton Johnson.....	East ½ of East ½ of North-west ¼ of North-west ¼	22	36	9	$75.00
1570.	Wilton Johnson.....	West ½ of West ½ of North-east ¼ of South-west ¼	22	36	9	$16.67
1528.	Wilton Johnson.....	East ½ of North-east ¼ of North-east ¼.....	21	36	9	$200.00
1436.	Rhode J. Johnston.....	South-west ¼ of South-east ¼.....	16	36	9	$336.00
1537.	Rhode J. Johnston.....	East ½ of North-east ¼ of North-west ¼.....	21	36	9	$200.00
1391.	Iola Jansen.....	East ½ of East ½ of South-west ¼ South of Calumet River.....	15	36	9	$107.50
1548.	Iola Jansen.....	East ½ of East ½ of East ½ of North West ¼....	22	36	9	$166.67
1549.	Iola Jansen.....	East ½ of West ½ of North-west ¼ of North-west ¼	22	36	9	$75.00
1318						
1569.	Iola Jansen.....	East ½ of East ½ of North East ¼ of South-west ¼	22	36	9	$16.67
1530.	Iola Jansen.....	East ½ of North-west ¼ of North-east ¼.....	21	36	9	$200.00
1390.	Daizy Jamieson.....	West ½ of West ½ of South-west ¼, South of Calumet River.....	15	36	9	$107.50
1562.	" "	West ½ of East ½ of East ½ of North-west ¼....	22	36	9	$166.67
1563.	" "	West ½ of West ½ of North-west ¼ of North-west ¼	22	36	9	$75.00
1531.	" "	West ½ of North-west ¼ of North-east ¼.....	21	36	9	$200.00
1568.	" "	West ½ of East ½ of North-east ¼ of South West ¼.....	22	36	9	$16.67
1561.	Daizy Jamieson, Drace Douthet	West ½ of East ½ North-west ¼ of North-east ¼..	22	36	9	$75.00
1385.	John Brennock.....	North-east ¼ of South-east ¼.....	15	36	9	$76.67
1386.	" "	South-east ¼ of South-east ¼.....	15	36	9	$400.00
1387.	" "	All South of the Public Highway in Lot #2 of the South-east ¼.....	15	36	9	$383.33
1388.	" "	Lot 3 in South-east ¼ of —th West ¼.....	15	36	9	$110.00
1388½.	" "	North-east ¼ of South-west ¼.....	15	36	9	$400.00
1130.	Jacob Zelibor.....	North-east ¼ of South-east ¼.....	12	36	8	$625.00

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1159.	Frederick Gwinner.....	West ½ of Lot 3	14	36	8	$ Nothing
1160.	" "	East ½ of Lot 3.....	14	36	8	$ Nothing
1163.	" "	East ½ of Lot 3.....	14	36	8	$ Nothing
1174.	" "	North ½ of Lot #1.....	15	36	8	$485.00
1319						
953.	Lenora M. Hart.....	South-east ¼ of North-east ¼.....	7	36	7	$200.00
954.	Lenora M. Hart.....	South-west ¼ of North-east ¼.....	7	36	7	$ Nothing
955.	Marguerite M. Hart.....	South-east ¼ of North-west ¼.....	7	36	7	$ Nothing
1539.	Dingeman Jabaay.....	East 8 chains West 12 chains of South-west ¼ of North-west ¼	21	36	9	$80.00
1518.	" "	East 3 chains of West 14 chains of South-east ¼ of North-east ¼	20	36	9	$48.00
1663.	William Camp.....	West ½ of Lot 2 (Ex. the West part thereof owned by the Chicago, Indianapolis & Louisville Railroad Co. heretofore described)	13	36	10	$63.33
1664.	" "	East ½ of Lot 2.....	13	36	10	$63.33
1614.	Mary Proeschold.....	East ½ of West 15 acres of South 26.60 acres of Lot #5	24	36	9	$100.00
1619.	" "	South 14 acres of North 28 acres of West ½ of South-west ¼	24	36	9	$46.67
1303.	Hulda Proescholdt.....	West 4.965 chains of East 15.625 chains of Lot 4 of the South-west ¼.....	15	36	9	$133.33
1405.	" "	Part of South-west ¼ of North-east ¼ commencing 3.67 chains East of South-west corner, East 14.69 chains North 13.03 chains, North-west to point North of beginning, South 16.44 chains to beginning	15	36	9	Stricken Out. $000.00

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1394.	Eva Proescholdt.....	East 6.695 chains of Lot 4 in South-west ¼.....	15	36	9	$163.33
1407.	Ernestine Hammon.....	West 3.67 chains of South-west ¼ of North East ¼.	15	36	9	$000.00
1320						
1396.	Ernestine Hammon.....	West 3.965 chains of East 15.625 chains of Lot 4 in Southwest ¼	15	36	9	$113.33
1402.	" "	Part South-east ¼ of North-west ¼, being all South of road (ex. West 10.75 chains thereof).....	15	36	9	$30.00
1244.	William Lohman.....	East 17.70 acres of South 25.68 acres of South-west ¼ of South-east ¼.....	19	36	9	$92.00
1400.	Henry Hopp.....	Part West ½ of North-west ¼ commencing at South-west corner, East 20.10 chains to Southeast corner, North 22.22 chains to center of road, North 58 degrees, West 12 chains, South 5 degrees, West along ditch 14.85 chains to West line, South 13.50 chains to place of beginning	15	36	9	$240.00
1417.	Henry Hopp.....	West ½ of the North West ¼ of the North-east ¼..	16	36	9	$160.00
1420.	" "	East ½ of North-east ¼ of North-west ¼	16	36	9	$160.00
1428.	" "	East 3.034/1000 acres of East ½ of South West ¼ of North-west ¼.....	16	36	9	$36.00
1442.	George H. W. Schneider..	Lot #22	16	36	9	$252.00
1443.	" " " " ..	Lot #23	16	36	9	$288.00
1492.	" " " " ..	East 12.50 acres Lot 2.....	18	36	9	$88.00
1463.	George Prohl	Lot 3 (ex. West 10.25 chains and Ex. Part North of Chicago and East Erie Railroad).....	17	36	9	$208.00

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1321							
1468.	George Prohl.....	That part of the following lying in Lot No. 2 and South-west of the Chicago & Erie Railroad commencing 10.35 chains East of North-west corner in Lot 3, then East 11.06 chains, South to River West along River to point South of beginning, then North to place of Beginning.....	17	36	9	$32.00	
1422.	J. Dietrich.....	North-west ¼ of North-west ¼.....	16	36	9	$300.00	
1437.	Fred Dietrich.....	South-east ¼ of South-east ¼.....	16	36	9	$400.00	
1425.	William Hopp.....	West 5 2/3 acres of East ½ of South-west ¼ of North-west ¼.....	16	36	9	$42.50	
1427.	Frank Hopp.....	West 5 2/3 acres of East 8.7 acres of East ½ of South-west ¼ of North-west ¼.....	16	36	9	$53.33	
1430.	Emma Drebenstedt.....	East ½ of West ½ of West ½ of South-east ¼ of North-west ¼.....	16	36	9	$50.00	
1431.	Heirs of Helmuth Hopp..	East ½ of West ½ of South-east ¼ of North-west ¼.....	16	36	9	$100.00	
1432.	" " " ..	East ½ of South East ¼ of North West ¼.....	16	36	9	$200.00	
1464.	" " " ..	West 10.35 chains Lot 3.....	17	36	9	$200.00	
1439.	John F. Jarnecke.....	Lot #21.....	16	36	9	$233.33	
1440.	" " "	Lot #25.....	16	36	9	$166.67	
1441.	" " "	Lot #26.....	16	36	9	$166.67	
1482.	" " "	South-east ¼ of North-west ¼.....	18	36	9	$60.00	
1483.	" " "	West ½ of Lot #3.....	18	36	9	$142.50	
1484.	" " "	East ½ of Lot #3.....	18	36	9	$190.00	
1322							
1659.	Augusta Pauline Schreiber and Herman Schreiber.	North-east ¼ of North-east ¼.....	13	36	10	$26.67	

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1660.	Augusta Pauline Schreiber and Herman Schreiber.	South-east ¼ of North-east ¼	13	36	10	$80.00
1661.	Augusta Pauline Schreiber and Herman Schreiber.	North of River of North-east ¼ of South-east ¼	13	36	10	$40.00
1443.	Thomas F. Gorman, and Ella Gorman	Lot #17	16	36	9	$232.50
1395.	Christ Rousch	Lot #4 in South-West ¼ (Ex. East 15.625 chains)	15	36	9	$126.67
1401.	" "	Part of South-east ¼ of North-west ¼ commencing South-west corner, East 10.75 chains, North 19 chains to road North-west to North-west corner South to place of beginning	15	36	9	$50.00
1485.	Caroline Kloolwyk	West ½ Lot 4	18	36	9	$127.50
1486.	" "	East ½ of Lot 4	18	36	9	$127.50
2543.	Peter Kloolwyk	North 40 acres of the following; all that part lying in South-east ¼ commencing at a stake 29 chains and 77 links South of the North-east corner of Section 24, Tp. 36, N. Range 10 West; thence North 80¾ degrees West 18 chains and 96 links; thence North on a line parallel with the Range line to Calumet River; thence Easterly along said River to the Range line; thence South on said range 10 line 52 chains and 37 links to the place of beginning, continuing 98½ acres more or less being parts of Sections 15 and 24, Tp. 36 North, Range 10 West, except that part owned by Jacob Munster,				$100.00
1323						
1429.	Helmuth Hopp	West 5 acres of West ½ of South East ¼ of North-West ¼	16	36	9	$50.00

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1876.	Benjamin Fifield, and Clarence E. Fifield....	South-west ¼ of South-west ¼	31	37	6	$375.00
1877.	Benjamin Fifield, and Clarence E. Fifield....	North-west ¼ of South-west ¼	31	37	6	$410.00
1878.	Benjamin Fifield, and Clarence E. Fifield....	40 acres off of South end of Lot 4 in South-west ¼	31	37	6	$270.00
1879.	Benjamin Fifield, and Clarence E. Fifield....	31.30 acres off North end of Lot 4 in South-west ¼	31	37	6	$315.00
1880.	Benjamin Fifield, and Clarence E. Fifield....	Lot 3 in North-west ¼	31	37	6	$630.00
1445.	Peter Crumpacker.....	West ½ of North-east ¼ of North-east ¼	17	36	9	$166.67
1446.	" "	West ½ of South-east ¼ of North-east ¼	17	36	9	$200.00
1458.	" "	North-east ¼ of North-west ¼	17	36	9	$110.00
1459.	" "	South-east ¼ of North-west ¼	17	36	9	$67.67
1469.	" "	North-west ¼ of South-east ¼, (ex. Railroad and ex. part owned by George Prohl described as aforesaid)	17	36	9	$300.00
1470.	" "	South-west ¼ of South-east ¼, (ex. part owned by George Prohl described as aforesaid)	17	36	9	$173.33
1471.	" "	West ½ of Lot 1	17	36	9	$270.00
1472.	" "	East ½ of Lot 1	17	36	9	$270.00
2225.	" "	South-east ¼ of South-east ¼	8	36	9	$133.33
1881.	" "	35.34 acres off the West end of Lot 2	31	37	6	$466.67
1324						
1882.	Peter Crumpacker.....	That part of West ½ of South-east ¼ North of River	31	37	6	$120.00
1883.	" "	That part of East ½ of South-east ¼ North of River,	31	37	6	$100.00
1884.	" "	That part of West ½ of North-east ¼ South of Indian Boundary Line	31	37	6	$240.00

No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
1885.	" "	That part of East ½ North-east ¼ South of Indian Boundary Line	31	37	6	$6.67
1886.	" "	That part of East ½ of North West ¼ North of Indian Boundary Line and South of Culver Ditch..	31	37	6	$126.67
1887.	" "	Beginning at a point where the North and South center line of Section 31 intersects the South line of the Culver Ditch and running thence South to the Indian Boundary Line; thence East on the Indian Boundary Line 80 rods; thence North to the South line of the Public highway on the old right-of-way of the Lake Shore & Michigan Southern Railroad; thence Southwesterly along said highway to the Northeast corner of land owned by Gustave P. Berg; thence South-easterly along the East line of said Berg land to the Culver Ditch; thence Southwesterly along the Culver Ditch to the place of beginning.....	31	37	6	$466.67
1888.	" "	40 acres off South end of that part of the East ½ of North-east ¼ which lies North of the Indian Boundary Line.....	31	37	6	$273.33
1889.	" "	25 acres off the North end of that part of the East ½ of the Northeast ¼ which lies North of the Indian Boundary Line.....	31	37	6	$83.33
1325						
1742.	Peter Crumpacker.....	That part of the North-west ¼ which lies South of the River.....	2	36	7	$306.67
1743.	" "	The North-west ¼ of the South-west ¼ East of the Calumet River	2	36	7	$276.67

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1744.	"	"	.....	The South-west ¼ of the South-west ¼ East of the Calumet River.....	2	36	7	$470.00
1745.	"	"	.....	The North-east ¼ of the South-west ¼.....	2	36	7	$533.33
1746.	"	"	.....	The South-east ¼ of the South-west ¼.....	2	36	7	$296.67
1788.	"	"	.....	South 32.05 acres of the East ½ of the Fractional North-east ¼ (except 5.50 acres in the North-west corner)	3	36	7	$353.33
1789.	"	"	.....	Lot #1 in the East ½ of the South-east ¼.....	3	36	7	$413.33
1757.	"	"	.....	All that part of West 40 rods of West ½ South of Indian Boundary Line and North of the Calumet River	32	37	6	$50.00
1857.	"	"	.....	South-east ¼ of the South-west ¼.....	35	37	7	$6.67
1418.	John Dietrich and Ernestine Dietrich.....			West ½ of the South-west ¼ of North-east ¼.....	16	36	9	$200.00
992.	Nicholas Frey.....			West ½ of Lot 5.....	9	36	7	$405.00
989.	Albert A. Reich.....			West 20 rods of East ½ of West ½ of South-west ¼,	9	36	7	$280.00
	Peter Reich, Maria Reich, and Michael Reich.....			East 20 rods of East ½, West ½, South-west ¼....	9	36	7	$248.00
1929.	John Malstien.....			N. W. ¼ of N. W. ¼ (Ex. all that part owned by Wabash Railway Company.).....	10	36	7	$500.00
987.	John Papka.....			East 20 rods of West ½ of West ½ of South-west ¼	9	36	7	$320.00
1326								
1705.	John Becker, as Township Trustee of North Township and North Township, Lake County, Indiana			All public highways of North Township, which are situated within the marsh and low ground comprising the Little Calumet River Basin.....				$18,500.00

Assessments of C., I. & S. R. R. Co. et al., Disallowed.

That the assessments of benefits made by the commissioners in their report as heretofore set forth, except as the same is modified be and the same is hereby confirmed and approved and the assessments of benefits upon the tracts and properties as modified by the Court above set forth, be and they are hereby confirmed and approved by the Court, and the Court further finds that the assessments of damages as set forth in the report of the Commissioners should be confirmed and approved as to all parties excepting the following named: The Chicago, Indiana & Southern Railroad Company, the Lake Shore & Michigan Southern Railway Company, The Michigan Central Railroad Company and the Chicago, Lake Shore and South Bend Railway Company, and that as to the last named four parties, their assessments of damages as set forth in the report of the Commissioners, should be, and the same are hereby disallowed.

1327 *Attorneys' Fee Allowed.*

The Court further finds that a reasonable attorney fee for the Petitioner's attorneys, Frank B. Pattee and Randall W. Burns, is Twelve Thousand Five Hundred Dollars ($12,500), which is allowed and is to be paid as part of the costs herein.

Construction Assigned to Stephen P. Corboy.

And the Court now assigns for construction, the work herein established, to Stephen P. Corboy, whom the Court finds to be a disinterested resident freeholder of Porter County, Indiana, who shall, upon entering upon the discharge of his duties, execute a good and sufficient bond payable to the State of Indiana in the penal sum of Twenty-five Thousand Dollars ($25,000) to be approved by the Clerk of the Porter Circuit Court.

L. S. & M. S. Ry. Co. et al. Except to Findings of Court.

The Court further finds against all other remonstrators, that they take nothing by their remonstrances, and the Court further finds against all of the remonstrators upon all grounds of remonstrance, except as hereinbefore set forth. To which findings of the Court the Lake Shore and Michigan Southern Railway Company, The Michigan Central Railroad Company and The Chicago, Indiana and Southern Railroad Company all jointly except and each one separately and severally excepts.

And afterwards to-wit: On Friday, March 31, 1911, the same being the 17th judicial day of the regular March Term, 1911, of said Court, held at the place aforesaid and before Hon. Henry A. Steis,

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Special Judge of said Court the following further proceedings were by said Court had in said cause and entered of record, to-wit:

1328 #764.

In the Matter of THE CALUMET DITCH.

Now again come all the parties to this cause in person and by counsel and the hearing of this cause is resumed and the Lake Shore — Michigan Southern Railway Company, the Michigan Central Railroad Company, and the Chicago, Indiana & Southern Railroad Company file their joint and several motions for a new trial, which motion is in these words:

STATE OF INDIANA,
County of Porter, ss:

In the Porter Circuit Court.

In the Matter of THE CALUMET DITCH.

Motion for a New Trial.

Come now the following remonstrants:
The Lake Shore and Michigan Southern Railroad Company;
The Michigan Central Railroad Company;
The Chicago and Indiana Southern Railroad Company; and jointly and severally move the Court to grant them jointly and each of them severally a new trial herein for each one of the following reasons, separately, to-wit:

1. The Court was and is without jurisdiction to make and enter any finding or judgment or decree herein against these remonstrants jointly or against either of them severally or against the property of either of them severally in the proceedings herein establishing and confirming the location and construction of the said ditch, across the lands, rights of way, railroads and property of the said remonstrants severally.

1329 2. Because it doth appear upon the face of the petition filed herein on the 4th day of October, 1908, that the said ditch or drain in said petition proposed and described would and did extend into two counties, namely, Porter and Lake in the State of Indiana; and it further appeared thereon that the greatest length of the said proposed ditch as described in said petition and as afterwards located and described by the drainage commissioners as shown by their report filed herein on the 8th day of April, 1909, was in Lake County, wherefore the Porter Circuit Court never acquired and hath not jurisdiction of either the persons or property of these remonstrants or either of them or to make any order or decree establishing a ditch or drain over or across or under the right of way and railroad tracks of these defendants severally, and the proceed-

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ings herein as to the said remonstrants and as to each of them severally are and is null and void.

3. Because when it was made to appear on the hearing herein on, to-wit, the 29 day of October, 1909, that the greatest length of the proposed ditch as then reported by the drainage commissioners was in Lake County this Court then and thereby lost forever jurisdiction of this petition and cause and proceeding; and the Court erred in refusing to dismiss and discontinue said proceeding; and also, erred in referring the matter of the said petition back again to the said drainage commissioners to the end that they might abandon and discontinue so much of the proposed ditch and system of drainage in Lake County so as to provide that of the ditch thereafter established and to be constructed the greatest length should be and remain in Porter County.

4. Because the Court erred in receiving the other and
1330 second report of said drainage commissioners filed herein on the 21 day of December, 1909, and in holding and adjudging that thereby the said petition and proceeding cured the theretofore lack of jurisdiction in this Court and gave and vested such Court with jurisdiction to receive and consider said report and to require these remonstrants and each of them severally to appear thereto and plead, when in truth and fact the Court had no jurisdiction over the persons of these remonstrants or either of them severally or over the property and railways of either of them severally.

5. Because the Court erred in deciding that the second report of the said commissioners is according to law.

6. Because the Court erred in deciding that the ditch was practicable when constructed according to the said report of the said commissioners to accomplish the proposed drainage without an expense exceeding the aggregate benefits.

7. Because the Court erred in deciding upon the said report of the said drainage commissioners that the said ditch would be sufficient to properly drain the lands to be affected.

8. Because the Court erred in finding and deciding the estimates made by the commissioners severally against the lands and property and railways of these remonstrants should be confirmed and in confirming the same.

9. Because the Court erred in failing to dismiss the said proceeding at the close of the evidence in support of that issue because upon all the evidence heard it doth appear and it was established that it would not be practicable to accomplish the proposed drainage without an expense exceeding the aggregate benefits; and be-
1331 cause it was proven and established by the evidence that the said proposed work would not be, when completed of public utility; and because upon the evidence it was proven that the said ditch when constructed according to the said petition, plans and specifications of the said drainage commissioners would not properly drain the land to be affected nor could such ditch be maintained when and if constructed because the same would become filled and

destroyed by sliding and drifting sands and the like, entirely preventing the effective drainage of said lands.

10. Because the Court erred in the trial of the cause in permitting the petitioners to give and read in evidence against these remonstrants and each of them severally the said second report of the said drainage commissioners, marked "Petitioners' Exhibit No. 1" for the several reasons then and there stated at the time and appearing of record on pages 5-6-7 of the official report of this case.

11. Because the Court erred in permitting the petitioners to give and read in evidence against these remonstrants, jointly and each of them severally, the map marked "Petitioners' Exhibit No. 2" for the several reasons stated at the time and appearing of record on pages 8-9-10 of said official report.

12. Because the Court erred in permitting the petitioners to give and read in evidence against these remonstrants jointly and each of them severally, "Petitioners' Exhibit No. 3."

13. Because the Court erred in permitting the petitioners to give and read in evidence against these remonstrants, jointly and each of them severally, "Petitioners' Exhibit No. 4."

1332 14. Because the Court erred in refusing to permit these remonstrants, jointly and each of them severally, to ask petitioners' witness, being one of the drainage commissioners, Guy F. Stinchfield, this question:

"Now, what was the amount of the benefits assessed according to your former report?"

and in striking out the question and refusing to permit the witness to answer. (Official Report, pp. 193-4-5.)

15. Because the Court erred in refusing to permit these remonstrants, jointly and each of them severally, by counsel to ask the petitioners' witness, Sherman, on cross-examination this question:

"Then what was the practical difficulty, if any, in making a drainage system for this land that is marked red (being the land sought to be drained, and shown upon one of the exhibits) by letting the water flow in the direction that nature provides (west) so as to get rid of this canal to the lake?"

and in holding it to be the law of this case that the fact is not triable whether a better route or system of drainage could be had than that shown by and upon the report of the drainage commissioners under consideration; and in striking from the record the answer of the witness and in refusing to permit the question to stand. (Official Report, pp. 332-340.)

16. The Court erred in permitting the petitioners' counsel to propound to their witness Sherman the following question:

"If you and I were to pay a visit to this ditch in the sand dune district (meaning the canal proposed and crossing from the Calumet Valley into Lake Michigan) say five years hence, provided
1333 it was constructed at once—what would be the appearance of things there in a general way?"

and in permitting the witness to answer over the joint and several objections of these remonstrants in substance that in his opinion there would be little general change in the ditch, the grounds of objection appearing at length on the official report at pages 432-433.

17. The court erred in permitting the petitioners by counsel to ask their witness Hammond on direct examination this question:

"If this channel (meaning the channel into Lake Michigan) is constructed—take the main arm, if it is constructed as proposed; and take into consideration the drainage, the drainage water shed, as you have delineated, having seen the same laid out on this map—I will ask you to state whether or not in your opinion this channel that would be constructed known as the main arm will take the water coming down from Deep River and that it gets in connection with that from the surrounding country, and carry it into Lake Michigan under all, all except extraordinary floods?"

and in permitting over the objections and exceptions of these remonstrants, jointly and severally, an answer in the affirmative that "in my judgement it will," as doth more fully and at length appear on the official report at pages 464-5-6-7.

18. The Court erred in permitting the petitioners' counsel to ask Mr. Knight, testifying in behalf of the remonstrants on cross-examination this question.

1334 "If Elliott (it having appeared he had written a work on drainage) should made a statement to the effect that the proper basis on which to construct a drain of this kind would be 6.6 cubic feet of run-off per square mile per second, I will ask you to state whether or not you would accept that as good authority on that point."

and in requiring the witness to answer same. (See Official Report pp. 1075-6).

19. The Court erred in permitting petitioners' counsel to ask said witness Knight on cross-examination this question:

"I want to refer to a book by Gillett entitled 'Hand Book of Cost Data' and he makes this statement: (Counsel then read a long extract from a book to the witness) now if that is true that he so states, do you not feel called on to *reduce* your estimate of 75¢ to a dollar per cubic yard"; (meaning the cost of moving the dirt or sand in making the ditch from the Calumet Valley across the sand ridge into Lake Michigan.)

and in requiring the witness to answer the same. (See Official Report page 1130 et seq.

20. The Court erred in refusing to permit remonstrants by counsel to ask their witness Jones, testifying on the subject of run-off from the water shed district under examination this question:

"I will ask you to state whether or not your method of estimating the run-off is a recognized method of well known authorities upon hydraulics?"

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and in striking out the question and the answer of the witness made in the affirmative thereto.

1335 21. For the reason and upon the ground that the decision of the Court is not sustained by sufficient evidence.

22. For the reason that the decision of the Court is contrary to law.

23. For the reason and upon the ground that the Court erred in over-ruling said remonstrants' motion to dismiss proceedings in this cause made at the first hearing thereof, when the Court instead of dismissing said proceedings, referred the same back to the commissioners for a further report.

24. For the reason and upon the ground that the Court erred in overruling said remonstrants' motion to strike out the second report filed in this proceeding and to discontinue any further proceedings herein made at the second hearing of this cause.

25. For the reason that the Court erred in deciding that the jetties provided for at the outlet of said drain would protect the outlet thereof from becoming filled with sand and gravel as set forth in the Court's Special Finding No. 6.

26. For the reason that the Court erred in deciding that the dikes provided for in the report in this cause will serve to reduce the velocity of the water flooding said Salt Creek Arm, and will prevent excessive washing on the side and bottom of said channel.

27. That the decision of the Court is not sustained by sufficient evidence wherein the Court finds that 14,000 acres of land will be drained and reclaimed, and that numerous highways crossing the Calumet Marsh will be drained so that sufficient maintenance for public travel will be less expensive, and that numerous railway lines crossing said marsh will be made more safe for the movements, as set forth in special finding of the Court, No. 9.

1336 28. That the decision of the Court is not sustained by sufficient evidence wherein the Court finds that by the construction of said main ditch at its starting point the waters will be carried thence down said main ditch into Lake Michigan through the outlet of said main ditch, as set forth in the Court's Special Finding No. 10.

29. That the decision of the Court is not sustained by sufficient evidence wherein the Court finds that it will be practicable to accomplish the proposed drainage without an expense exceeding the aggregate benefit; that the aggregate benefit of said proposed drainage will exceed the aggregate costs, damages and expenses of accomplishing said proposed drainage. That the costs, damages and expenses of said drainage will be less than the benefits which will result to the owners of the lands which will be benefited thereby, as set forth in the Special Finding of the Court *in* No. 11 thereof.

30. That the decision of the Court is not sustained by sufficient evidence wherein the Court finds that the proposed work will improve the public health, as set forth in the Court's Special Findings No. 12.

31. That the decision of the Court is not sustained by sufficient evidence wherein the Court finds that the proposed work and drain-

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age will benefit the public highways in Calumet and North Townships and other highways in Lake and Porter Counties, as set forth in special Finding of the Court No. 13.

32. That the decision of the Court is not sustained by sufficient evidence wherein it finds that the proposed work and drainage will be of public utility, as set forth in Special Finding of the Court, No. 14.

1337 33. That the decision of the Court is not sustained by sufficient evidence in this: That the Court finds that the proposed work as decided upon and reported by the Commissioners of Drainage will be sufficient to properly drain the land and easements to be affected thereby, as set forth in Special Findings No. 15 of the Court's finding-.

34. That the decision of the Court is not sustained by sufficient evidence wherein the Court finds that the Chicago, Indiana & Southern Railway Company will not be damaged by the construction of said proposed drain, as set forth in Special Finding No. 16 of the Court's findings.

35. That the decision of the Court is not sustained by sufficient evidence wherein it finds that the Lake Shore & Michigan Southern Railway Company will not be damaged by the construction of said proposed drain, as set forth in Special Finding No. 17 of the Court's findings.

36. That the decision of the Court is not sustained by sufficient evidence wherein the Court finds that the Michigan Central Railroad Company will be neither damaged *or* benefited by the proposed drain, as set forth in Special Finding No. 18 of the Court's findings.

37. For the reason and upon the ground that the decision of the Court is not according to law in this: That it is in violation of Article 14 of the Constitution of the United States as amended wherein it is provided that no state shall make or enforce laws which shall abridge the privileges or immunities of citizens of the United States, nor shall any state deprive any person of life, liberty or property without due process of law, nor deny to any person within its jurisdiction the equal protection of the law.

1338 38. For the reason that the decision of the Court is contrary to law in this: That it is in violation of Article 21 of the Bill of Rights of the State of Indiana, wherein it is provided that no man's property shall be taken by law without just compensation nor except in the case of the State without such compensation is First assessed and tendered.

39. For the reason and upon the ground that the decision of the court is not sustained by the evidence in this: that the court erred in striking out and disallowing to said remonstrants, Lake Shore and Michigan Southern Railway and Chicago, Indiana and Southern Railroad Company, the damages allowed by the commissioners in their report to said remonstrants in the sum of $36,000.00 *Dollars* and 17,000.00 dollars, respectively.

40. That the decision of the court is not sustained by sufficient evidence in this: the said remonstrant shows to the court that the

commissioners herein by their second and last report assessed and gave it as damages for injury to the Lake Shore and Michigan Southern Railroad Company and Chicago, Indiana and Southern Railway Company and to their property and rights of way consequent *and* upon the construction of the proposed work in this proceeding described over and across its right of way the sums of 36,000.00 and 17,000.00 dollars; that said report was introduced and read in evidence by the petitioners and that there was no other evidence given or heard on that question at the trial, therefore the court was bound by said evidence to allow and adjudge that the said remonstrants were entitled to and should receive said amounts as damages.

A. C. HARRIS AND
JOHN B. PETERSON,
Attorneys for said Remonstrators.

1339 And thereupon the Court overrules the joint and several motions for a new trial of the said remonstrators, The Lake Shore & Michigan Southern Railway Company, The Michigan Central Railroad Company, and the Chicago, Indiana & Southern Railroad Company, to which ruling of the Court said parties jointly and several duly except. And thereupon the Michigan Central Railroad Company files its several and separate motion for a new trial which motion for a new trial is in these words:

STATE OF INDIANA,
County of Porter, ss:

In the Porter Circuit Court.

In the Matter of THE CALUMET DITCH.

Separate Motion for a New Trial by the Michigan Central Railroad Co.

Comes now the Michigan Central Railroad Company and separately and in its own behalf moves the Court to grant unto it a new trial herein because of errors committed against it specially upon the trial, upon each one of the following grounds separately.

1. The Court erred in refusing to permit this remonstrant to prove by its witness, C. C. Hill, that the proposed ditch and plan thereof is to excavate the river bed under and beneath the bridge of the said railway company across the Little Calumet, rendering the bridge unsafe and making it necessary to make said bridge safe and secure for the operation of railway traffic thereover upon its line and to rebuild the foundations of the bridge, and that the same would cost this remonstrant the sum of $30,000.00.

2. The Court erred in refusing to permit this remonstrant by its counsel to propound to said witness this question:

1340 "Now you may state what it would cost, what it will cost to construct and reconstruct that bridge over the Michigan

Central Railroad Company's right of way at the point where it crosses the proposed ditch providing the proposed ditch is constructed,"

and in refusing to permit the witness to answer the same and in sustaining the petitioners' objection thereto for the reason and upon the ground that it is not a proper element of damages what the cost of the bridge is, and the cost of the bridge construction is immaterial and not a proper element of damages to be considered herein.

3. The Court erred in refusing to permit this remonstrant to prove by its Robert M. Fox that when and if the said ditch is constructed under the bridge of this remonstrant crossing the Calumet River, it would be necessary to lower the foundations of the piers and do other work upon the foundations so as to render the said bridge safe and that the same will cost this remonstrant the sum of $30,000.00; and in sustaining the petitioners' objections to said question and evidence offered to be proven on the ground and for the reason that the cost of the bridge is not a proper element of damages, nor is the cost of rebuilding the bridge of repairing or making it safe.

4. The Court erred in holding as matter of law upon the examination of the said Hill and also the said Fox, that under the provisions of the Act of March 11, 1907, known as the Drainage Law and under which this proceeding is had (Acts 1907, page 508 et seq.) that the remonstrant was not entitled to have damages or compensation for the necessary costs of constructing a bridge over the ditch or channel or of repairing and rendering its bridge
1341 already constructed over the ditch or channel when constructed consequent upon the establishment and construction of said drainage system, and that the same was not taking the property of the remonstrant within the provisions of the Constitution of the State of Indiana in that behalf as stated in Article 1, Section 21, thereof, to the effect that no person's property shall be taken by law without just compensation; and also such construction put upon said statute by the Court makes the said statute to be in conflict with that provision of the Fourteenth Amendment to the constitution of the United States to the effect that no state shall make or enforce any law depriving any person of his property without due process of law, nor deny to any person within its jurisdiction the equal protection of the laws. And the Court construes said statute and law of the state of Indiana to protect the property of private owners along the line of the ditch and award them damages for injury done to their lands and property while at the same time denying to this remonstrant the right to equal protection of having its damages assessed, determined, and paid the same as individual owners of lands likewise affected in the same proceedings.

5. The finding and judgment and decree of the Court against this remonstrant in opening the ditch across its right of way and re-

fusing to give it damages compensatory with the injury done to its property is contrary to law.

6. The action of the Court in denying this remonstrant damages to its property and right of way consequent upon the construction and maintenance of the bridge across its right of way making necessary the construction of a bridge thereover or the repair and alteration of the said bridge already constructed in the sum of
1342 $30,000 is not sustained by sufficient evidence.

6. The action of the Court in denying this remonstrant damages to its property and right of way consequent upon the construction and maintenance of the bridge across its right of way making necessary the construction of a bridge thereover at a cost of $30,000.00 is not sustained by sufficient evidence.

7. For the reason and upon the ground that the decision of the Court is not sustained by sufficient evidence.

8. For the reason that decision of the Court is contrary to law.

9. For the reason and upon the ground that the Court erred in over-ruling said remonstrant's motion to dismiss proceedings in this cause made at the first hearing thereof, when the Court instead of dismissing said proceedings, referred the same back to the commissioners for a further report.

10. For the reason and upon the ground that the Court erred in over-ruling said remonstrant's motion to strike out the second report filed in this proceeding and to discontinue any further proceeding herein made at the second hearing of this cause.

11. For the reason and upon the ground that the Court erred in deciding that the jetties provided for at the outlet of said drain would protect the outlet thereof from becoming filled with sand and gravel as set forth in the court's Special Finding No. 6.

12. For the reason that the Court erred in deciding that the dikes provided for in the report in this cause will serve to reduce the velocity of the water flooding said Salt Creek Arm, and will prevent excessive washing on the side and bottom of said channel.

13. That the decision of the Court is not sustained by
1343 sufficient evidence wherein the Court finds that 14,000 acres of land will be drained and reclaimed, and that numerous highways crossing the Calumet Marsh will be drained so that sufficient maintenance for public travel will be less expensive, and that numerous railway lines crossing said marsh will be made more safe for the movements of trains, as set forth in special finding of the Court, No. 9.

14. That the decision of the Court is not sustained by sufficient evidence wherein the Court finds that by the construction of said main ditch at its starting point the waters will be carried thence down said main ditch into Lake Michigan through the outlet of said main ditch, as set forth in the Court's Special Finding No. 10.

15. That the decision of the Court is not sustained by sufficient evidence wherein the Court finds that it will be practicable to accomplish the proposed drainage without an expense exceeding the aggregate benefit; that the aggregate benefit of said proposed drainage will exceed the aggregate costs, damages and expenses of ac-

complishing said proposed drainage. That the costs, damages and expenses of said drainage will be less than the benefits which will result to the owners of the lands which will be benefited thereby, as set forth in the Special Finding of the Court in No. 11 thereof.

16. That the decision of the Court is not sustained by sufficient evidence wherein the Court finds that the proposed work will improve the public health, as set forth in the Court's special Finding No. 12.

17. That the decision of the Court is not sustained by sufficient evidence wherein the Court finds that the proposed work and drainage will benefit the public highways in Calumet and North Townships and other highways in Lake and Porter Counties, as
1344 set forth in Special Finding of the Court No. 13.

18. That the decision of the Court is not sustained by sufficient evidence wherein it finds that the proposed work and drainage will be of public utility, as set forth in Special Finding of the Court No. 14.

19. That the decision of the Court is not sustained by sufficient evidence in this: That the Court finds that the proposed work as decided upon and reported by the Commissioners of Drainage will be sufficient to properly drain the land and easements to be affected thereby as set forth in Special Finding No. 15 of the Court's findings.

20. That the decision of the Court is not sustained by sufficient evidence wherein the Court finds that the Michigan Central Railroad Company will be neither damaged or benefited by the proposed drain as set forth in Special Finding No. 18 of the Court's findings.

21. For the reason and upon the ground that the decision of the Court is not according to law in this: That it is in Violation of Article 14 of the Constitution of the United States as amended wherein it is provided that no state shall make or enforce laws which shall abridge the privileges or immunities of citizens of the United States, nor shall any state deprive any person of life, liberty or property without due process of law, nor deny to any person within its jurisdiction the equal protection of the law.

22. For the reason that the decision of the Court is contrary to law in this: That it is in violation of Article one, Section 21 of the Bill of Rights of the State of Indiana, wherein it is provided that no man's property shall be taken by law without just compensation nor except in the case of the State, without such compensation is first assessed and tendered.

A. C. HARRIS &
JOHN B. PETERSON,
Attorneys for said Remonstrant.

1345 *Motion Overruled. Exception.*

And thereupon the Court overrules the separate motion for a new trial of the Michigan Central Railroad Company to which ruling of the Court said Company separately and severally duly excepts.

And thereupon the Lake Shore & Michigan Southern Railway Company, files its separate and several motion for a new trial, which motion is in these words:

STATE OF INDIANA,
County of Porter, ss:

In the Porter Circuit Court.

In the Matter of THE CALUMET DITCH.

Separate Motion for a New Trial by Lake Shore and Michigan Southern Railroad Co.

Comes now the Lake Shore and Michigan Southern Railroad Company and severally and for itself moves the Court for a new trial herein because the Court erred as against it upon the trial for each one of the following reasons separately.

1. Because the Court erred in refusing, on the objection of the petitioners, to permit this remonstrant to prove by its witness R. A. Feldes that the construction and maintenance of the said ditch or canal across its easement, railroad, and right or way would cut and destroy its double tracked railroad at and over said ditch or canal, making it necessary for the operation and continuance of the railway line to construct and maintain a bridge of sufficient strength, length and capacity to support its doubled tracked railroad system over said canal, and that it would cost reasonably the sum of $135,000, the objection made by petitioners being because any evidence on the question of the construction of the bridges on, over, and across the right of way of this remonstrant is not a
1346 proper element of damages and not an element that would prove or substantiate the claim for damages in favor of this railway company affected.

2. Because the Court erred in refusing to permit the remonstrant by its counsel to propound this question to its witness Feldes: "You may state what such cost would be;" and remonstrant's counsel then said, on objection being made by petitioners, that witness would answer "the sum of $135,000", and thereupon the Court sustained the *bo*jection of the petitioners for the reasons aforesaid and refused to permit witness to answer the same.

3. The Court erred in refusing to permit this remonstrant to prove by its witness Montzheimer that it would cost to construct the necessary bridge across the ditch where the same passes across its railroad, right of way and track, the sum of $130,000.

4. The Court erred in refusing to permit the remonstrant to propound this question to said witness:

"You may state Mr. Montzheimer what it would reasonably cost to construct such a bridge at that point;"

and in sustaining the objection of the petitioners thereto for the reason and upon the grounds that the cost of the construction of

the bridge mentioned is not a proper element of damages and the evidence therefore inadmissible.

5. The Court erred in holding as matter of law upon the examination of the said Feldes, and also the said Montzheimer, that under the provisions of the Act of March 11, 1907, known as the Drainage Law and under which this proceeding is had, (Act 1907,
1347 page 508 et seq.) that the remonstrant was not entitled to have damages or compensation for the necessary costs of constructing a bridge over the ditch or channel when constructed consequent upon the establishment and construction of said drainage system, and that the same was not taking the property of the remonstrant within the provisions of the Constitution of the State of Indiana in that behalf as stated in Article 1, Section 21, thereof, to the effect that no person's property shall by taken by law without just compensation; and also such construction put upon said statute by the Court makes the said statute to be in conflict with that provision of the Fourteenth Amendment to the Constitution of the United States to the effect that no state shall make or enforce any law depriving any person of his property without due process of law, nor deny to any person within its jurisdiction the equal protection of the laws. And the Court construes said statute and law of the state of Indiana to protect the property of private owners along the line of the ditch and award them damages for injury done to their lands and property while at the same time denying to this remonstrant the right to equal protection of having its damages assessed, determined, and paid the same as individual owners of lands likewise affected in the same proceedings.

5. The finding and judgment and decree of the Court against this remonstrant in opening the ditch across its right of way and refusing to give it damages compensatory with the injury done to its property is contrary to law.

6. The action of the Court in denying this remonstrant damages to its property and right of way consequent upon the construction and maintenance of the bridge across its right of way making necessary the construction of a bridge thereover at a cost of $130,000, is not sustained by sufficient evidence.

1348 7. For the reason and upon the ground that the decision of the Court is not sustained by sufficient evidence.

8. For the reason that the decision of the Court is contrary to law.

9. For the reason and upon the ground that the Court erred in over-ruling said remonstrant's motion to dismiss proceedings in this cause made at the first hearing thereof, when the Court instead of dismissing said proceedings, referred the same back to the commissioners for a further report.

10. For the reason and upon the ground that the Court erred in over-ruling said remonstrant's motion to strike out the second report filed in this proceeding and to discontinue any further proceedings herein made at the second hearing of this cause.

11. For the reason and upon the ground that the Court erred in deciding that the jetties provided for at the outlet of said drain

would protect the outlet thereof from becoming filled with sand and gravel as set forth in the Court's Special Finding No. 6.

12. For the reason that the Court erred in deciding that the dikes provided for in the report in this cause will serve to reduce the velocity of the water flooding said Salt Creek arm and will prevent excessive washing on the side and bottom of said channel.

13. That the decision of the Court is not sustained by sufficient evidence wherein the Court finds the 14,000 acres of land will be drained and reclaimed, and that numerous highways crossing the Calumet Marsh will be drained so that sufficient maintenance for public travel will be less expensive, and that numerous railway lines crossing said marsh will be made more safe for the movements of trains, as set forth in special findings of the Court, No. 9.

1349 14. That the decision of the Court is not sustained by sufficient evidence wherein the Court finds that by the construction of said main ditch at its starting point the waters will be carried thence down said main ditch into Lake Michigan through the outlet of said main ditch, as set forth in the Court's Special Finding No. 10.

15. That the decision of the Court is not sustained by sufficient evidence wherein the Court finds that it will be practicable to accomplish the proposed drainage without an expense exceeding the aggregate benefit; that the aggregate benefit of said proposed drainage will exceed the aggregate costs, damages and expenses of accomplishing said proposed drainage. That the costs, damages and expenses of said drainage will be less than the benefits which will result to the owners of the lands which will be benefited thereby, as set forth in the Special Finding of the Court, in No. 11 thereof.

16. That the decision of the Court is not sustained by sufficient evidence wherein the Court finds that the proposed work will improve the public health, as set forth in the Court's Special Finding No. 12.

17. That the decision of the Court is not sustained by sufficient evidence wherein the Court finds that the proposed work and drainage will benefit the public highways in Calumet and North Township and other highways in Lake and Porter Counties, as set forth in special Finding of the Court, No. 13.

18. That the decision of the Court is not sustained by sufficient evidence wherein it finds that the proposed work and drainage will be of public utility, as set forth in Special Finding of the Court No. 14.

1350 19. That the decision of the Court is not sustained by sufficient evidence in this: That the Court finds that the proposed work as decided upon and reported by the Commissioners of Drainage will be sufficient to properly drain the land and easements to be affected thereby, as set forth in Special Finding No. 15, of the Court's Finding.

20. That the decision of the Court is not sustained by sufficient evidence wherein it finds that the Lake Shore & Michigan Southern Railway Company will not be damaged by the construction of said proposed drain, as set forth in Special Finding, No. 17 of the Court's Finding.

21. For the reason and upon the ground that the decision of the Court is not according to law in this: That it is in violation of Article 14 of the Constitution of the United States as amended wherein it is provided that no state shall make or enforce laws which shall abridge the privileges or immunities of citizens of the United States, nor shall any state deprive any person of life, liberty or property without due process of law, nor deny to any person within its jurisdiction the equal protection of the law.

22. For the reason that the decision of the Court is contrary to law in this: That it is in violation of Article 1, Section 21 of the Bill of Rights of the State of Indiana, wherein it is provided that no man's property shall be taken by law without just compensation nor except in the case of the State, without such compensation is first assessed and tendered.

23. For the reason and upon the ground that the decision of the Court is not sustained by the evidence in this: That the Court erred in striking out and disallowing to said remonstrant the damages allowed by the commissioners in their report to this remonstrant in the sum of $36,000.00 Dollars.

1351 24. That the decision of the Court is not sustained by sufficient evidence in this: The said remonstrant shows to the Court that the commissioners herein by their second and last report assessed and gave it as damages for injury to its property and right of way consequent *and* upon the construction of the proposed work in this proceeding described over and across its right of way the sum of $36,000.00 Dollars; that said report was introduced and read in evidence by the petitioners and that there was no other evidence given or heard on that question at the trial, therefore the Court was bound by said evidence to allow and adjudge that the said remonstrant was netitled to and should receive said amount as damages.

A. C. HARRIS AND
JOHN B. PETERSON,
Attorneys for said Remonstrantors.

Motion Overruled. Exception.

Which motion for a new trial is overruled by the Court to which ruling of the Court said Chicago, Lake Shore & Michigan Southern Railway Company, separately and severally duly except.

And the Chicago, Indiana & Southern Railroad Company files its several and separate motion for a new trial, which motion is in these words.

STATE OF INDIANA,
County of Porter, ss:

In the Porter Circuit Court.

In the Matter of THE CALU . DITCH.

Separate Motion for a New Trial by Chicago and Indiana Southern Railroad Company.

The Chicago and Indiana Southern Railroad Company moves the Court for a new trial separately and on its own separate mo-
1352 tion because of the following errors committed to its prejudice at said trial, upon each one of the following grounds separately.

1. The Court erred in refusing to permit this remonstrant to prove by its witness R. A. Feldes that this remonstrant must in order to maintain its railway upon the construction of said ditch or canal across its right of way construct thereover a reasonably safe and necessary bridge for the support of the track of its main line, which bridge will cost this remonstrant the sum of Sixty Thousand Dollars ($60,000).

2. The Court erred in refusing to permit this remonstrant by counsel to ask its said witness Feldes this question:

"What in your judgment would it cost to build such a bridge as would be necessary, reasonably necessary at the point where it crosses the right of way of the Chicago, Indiana Southern Railway Company if the channel be constructed?"

and in refusing to permit the witness to answer the same and sustaining petitioners' objection thereto because any evidence on the question of the cost of the construction of the bridge on the right of way of the railroad company's line is not a proper element of damages, and not an element that will prove or substantiate the claim for damages in favor of the railway company affected.

3. The Court erred in refusing to permit this remonstrant to prove by its witness, Arthur Montzheimer, that the cost of constructing the bridge along the right of way of the Chicago and Indian Southern Railroad Company across the proposed ditch or canal when and if the same is constructed will cost Sixty Thousand ($60,000) Dol-
1353 lars; and in refusing to permit this remonstrant by counsel to propound this question to said witness:

"Do you know what it will cost to construct such a bridge across the proposed line of ditch, if the ditch is built as proposed at the point where it crosses the Chicago and Indiana Southern Railroad Company's right of way, in such a manner that the trains of the Chicago and Indiana Southern Railroad Company may run with reasonable safety over that point?" the witness answering "Yes"; then this question:

"What will it cost to construct such a bridge?" To which question the petitioners objected for the reason and upon the grounds

that it is not a proper element of damages, and the cost of the bridge is immaterial; and in refusing to permit the proof to be made.

4. The Court erred in holding as matter of law upon the examination of the said Feldes, and also the said Montzheimer, that under the provisions of the Act of March 11, 1907, known as the Drainage Law and under which this proceeding is had, (Acts 1907, page 508 et seq.) that the remonstrant was not entitled to have damages or compensation for the necessary costs of constructing a bridge over the ditch or channel when constructed consequent upon the establishment and construction of said drainage system, and that the same was not taking the property of the remonstrant within the provisions of the Constitution of the state of Indiana in that behalf as stated in Article 1, Section 21, thereof, to the effect that no person's property shall be taken by law without just compensation; and also such construction put upon said statute by the Court makes the said statute to be in conflict with that provision of the Fourteenth Amendment to the Constitution of the United States to the effect that no state shall make or enforce any law depriving any person
1354 of his property without due process of law, nor deny to any person within its jurisdiction the equal protection of the laws. And the Court construes said statute and law of the state of Indiana to protect the property of private owners along the line of the ditch and award them damages for injury done to their lands and property while at the same time denying to this remonstrant the right to equal protection, of having its damages assessed, determined and paid the same as individual owners of lands likewise affected in the same proceedings.

5. The finding and judgment and decree of the Court against this remonstrant in opening the ditch across its right of way and refusing to give it damages compensatory with the injury done to its property is contrary to law.

6. The action of the Court in denying this remonstant damages to its property and right of way consequent upon the construction and maintenance of the bridge across its right of way making necessary the construction of a bridge thereover at a cost of Sixty Thousand ($60,000) Dollars is not sustained by sufficient evidence.

7. For the reason and upon the ground that the decision of the Court is not sustained by sufficient evidence.

8. For the reason that the decision of the Court is contrary to law.

9. For the reason and upon the ground that the Court erred in over-ruling said remonstrant's motion to dismiss proceedings.

No. 6 on this page is shown twice in Record, as follows:

6. The action of the Court in denying this remonstrant damages to its property and right-of-way consequent upon the construction and maintenance of the bridge across its right-of-way, making necessary the construction of a bridge thereover at a cost of ($60,000), is not sustained by sufficient evidence.

1355 in this cause made at the first hearing thereof, when the Court instead of dismissing said proceedings, referred the same back to the commissioners for a further report.

10. For the reason and upon the ground that the Court erred in over-ruling said remonstrant's motion to strike out the second report filed in this proceeding and to discontinue any further proceedings herein made at the second hearing of this cause.

11. For the reason and upon the ground that the Court erred in deciding that the jetties provided for at the outlet of said drain would protect the outlet thereof from becoming filled with sand and gravel as set forth in the Court's Special Finding No. 6.

12. For the reason that the Court erred in deciding that the dikes provided for in the report in this cause will serve to reduce the velocity of the water flooding said Salt Creek Arm, and will prevent excessive washing on the side and bottom of said channel.

13. That the decision of the Court is not sustained by sufficient evidence wherein the Court finds that 14,000 acres of land will be drained and reclaimed, and that numerous highways crossing the Calumet Marsh will be drained so that sufficient maintenance for public travel will be less expensive, and that numerous railway lines crossing said marsh will be made more safe for the movements of trains, as set forth in Special Finding of the Court, No. 9.

14. That the decision of the Court is not sustained by sufficient evidence wherein the Court finds that by the construction of said main ditch at its starting point the waters will be carried thence down said main ditch into Lake Michigan through the outlet of said main ditch, as set forth in the Court's Special Finding, No. 10.

1356 15. That the decision of the Court is not sustained by sufficient evidence wherein the Court finds that it will be practicable to accomplish the proposed drainage without an expense exceeding the aggregate benefit; that the aggregate benefit of said proposed drainage will exceed the aggregate costs, damages, and expenses of accomplishing said proposed drainage. That the costs, damages and expenses of said drainage will be less than the benefits which will result to the owners of the lands which will be benefited thereby, as set forth in the Special Finding of the Court in No. 11 thereof.

16. That the decision of the Court is not sustained by sufficient evidence wherein the Court finds that the proposed work will improve the public health, as set forth in the Court's Special Finding No. 12.

17. That the decision of the Court is not sustained by sufficient evidence wherein the Court finds that the proposed work and drainage will benefit the public highways in Calumet and North Townships and other highways in Lake and Porter Counties, as set forth in Special Finding of the Court, No. 13.

18. That the decision of the Court is not sustained by sufficient evidence wherein it finds that the proposed work and drainage will be of public utility, as set forth in Special Finding of the Court No. 14.

19. That the decision of the Court is not sustained by sufficient evidence in this: That the Court finds that the proposed work as decided upon and reported by the Commissioners of Drainage will be sufficient to properly drain the land and easements to be

affected thereby, as set forth in Special Finding No. 15 of the Court's findings.

1357 20. That the decision of the Court is not sustained by sufficient evidence wherein the Court finds that the Chicago, Indiana & Southern Railway Company will not be damaged by the construction of said proposed drain, as set forth in Special Finding No. 16 of the Court's findings.

21. For the reason and upon the ground that the decision of the Court is not according to law in this: That it is in violation of Article 14 of the Constitution of the United States as amended wherein it is provided that no state shall make or enforce laws which shall abridge the privileges or immunities of citizens of the United States, nor shall any state deprive any person of life, liberty or property without due process of law, nor deny to any person within its jurisdiction the equal protection of the law.

22. For the reason that the decision of the Court is contrary to law in this: That it is in violation of Article One Section 21 of the Bill of Rights of the State of Indiana, wherein it is provided that no man's property shall be taken by law without just compensation nor except in the case of the State, without such compensation is first assessed and tendered.

23. For the reason and upon the ground that the decision of the court is not sustained by the evidence in this: That the court erred in striking out and disallowing to said remonstrant the damages allowed by the commissioners in their report to this remonstrant in the sum of $17,000.00 dollars.

24. That the decision of the court is not sustained by sufficient evidence in this: The said remonstrant shows to the court that the commissioners herein by their second and last report assessed and gave it as damages for injury to its property and right of way consequent and upon the construction of the proposed

1358-1366 work in this proceeding described over and across its right of way the sum of $17,000.00 dollars; that said report was introduced and read in evidence by the petitioners and that there was no other evidence given or heard on that question at the trial, therefore the court was bound by said evidence to allow and adjudge that the said remonstrant was entitled to and should receive said amount as damages.

A. C. HARRIS AND
JOHN B. PETERSON,
Attorneys for said Remonstrator.

Motion Overruled. Exception.

Which motion is overruled by the court to which ruling of the Court the Chicago, Indiana & Southern Railroad Company, separately and severally duly excepts.

* * * * * * *

1367 And thereupon, The remonstrators, The Michigan Central Railroad Company, The Chicago, Indiana & Southern Rail-

1368 road Company, The Lake Shore & Michigan Southern Railway Company, George Earl and William Earl, The Ætna Powder Company and North Township each and all ask and are given sixty (60) days from this date in which to file all bills of exceptions.

Report Confirmed and Approved.

It is therefore ordered, adjudged, and decreed by the Court that the report of the drainage commissioners herein, be, and the same is hereby modified as set forth in the findings herein and that said report as so modified by the Court be, and the same is hereby confirmed and approved and the assessments of benefits and damages contained therein, except as modified by the Court, where modifications are made, be, and the same are hereby confirmed and approved by the Court and the assessments of benefits and damages as modified by the Court, where modifications have been made by the Court as shown in the findings herein, be and the same are hereby confirmed and approved by the Court; that the said proposed work of drainage be and the same is hereby ordered and declared established.

Stephen P. Corboy Appt'd Supt. of Construction.

And it is further ordered, adjudged, and decreed by the Court that Stephen P. Corboy, be and he is hereby appointed Superintendent of the Construction of said drainage and he is hereby required to give bond, payable to the State of Indiana, in the sum of Twenty-five Thousand Dollars ($25,000.00), conditioned that he will honestly and faithfully perform his duties and account for all moneys that may come into his hands as such superintendent of construction, with good and sufficient sureties to be approved by the Clerk of the Porter Circuit Court.

HENRY A. STEIS,
Special Judge.

1369 *Attorneys' Fee Allowed.*

L. S. & M. S. R. R. Co. et al. Except to Judgment, etc.

It is further adjudged and decreed by the Court that Frank B. Pattee and Randall W. Burns be, and they are hereby allowed, as attorneys for preparing and presenting the petition herein, the sum of Twelve Thousand Five Hundred Dollars ($12,500), which is ordered taxed as a part of the costs in this proceeding. To all of which finding of the Court and judgment of the Court the Remonstrators, The Lake Shore and Michigan Southern Railway Company, The Michigan Central Railroad Company, and The Chicago, Indiana and Southern Railroad Company all jointly except and each one separately and severally excepts.

Appeal Granted.

Thereupon the remonstrators, The Michigan Central Railroad Company; Chicago & Indiana Southern Railroad Company, and The Lake Shore & Michigan Southern Railway Company all jointly pray an appeal to the Supreme Court which is granted by the Court upon their filing a bond in the sum of Two Thousand Five Hundred Dollars ($2500) with John B. Peterson as surety thereon, within Thirty days from this date, which surety is approved by the Court and the remonstrators, The Michigan Central Railroad Company, Chicago, Indiana & Southern Railroad Company, and The Lake Shore & Michigan Southern Railway Company, each separately and severally pray an appeal to the Supreme Court which is granted by the Court upon their each filing a separate bond in the sum of Two Thousand Five Hundred Dollars ($2500) with John B. Peterson as surety thereon, within thirty days from this date, which separate sureties are each and all now approved by the Court all of which is now adjudged and decreed by the Court.

* * * * * * *

1370-1377 #764.

In the Matter of THE CALUMET DITCH.

Appeal Bond Filed.

Comes now the Lake Shore and Michigan Southern Railway Company, Chicago, Indiana and Southern Railroad Company and the Michigan Central Railroad Company and file their joint appeal bond in the sum of Twenty-five Hundred Dollars ($2500.00) in the above entitled cause, with John B. Peterson as surety thereon, which bond was duly approved by the Court, which appeal bond is in the following words and figures, to-wit:

* * * * * * *

1378 And be it further remembered that afterwards on Saturday May 19, 1911, the same being in vacation of said Court, the following further proceedings were had in the above entitled cause and entered of record, to-wit:

1379 No. 764.

In the Matter of THE CALUMET DITCH.

STATE OF INDIANA,
Porter County, ss:

In the Porter Circuit Court. In Vacation.

No. 764.

In the Matter of THE CALUMET DITCH.

Clerk's Certificate.

Be it remembered, That Maurice McKenzie, the official shorthand reporter of the Porter Circuit Court, who took down the evidence and reported the proceedings in said cause at the trial thereof in said court, after having transcribed his shorthand notes of said evidence and the proceedings that took place at said trial for and on behalf of the remonstrators, Lake Shore & Michigan Southern Railway Company, Michigan Central Railroad Company, and Chicago, Indiana & Southern Railroad Company, filed the longhand (typewritten) transcript thereof, together with his certificate thereto attached, in my office on the 19th day of May, A. D. 1911, which said filing is before the same is presented to the Judge of said Court for approval thereof.

In witness whereof I have hereunto set my hand and affixed the seal of my office the day and year above written.

C. S. PEIRCE,
Clerk of the Porter Circuit Court.

And be it further remembered that on Monday, May 22, 1911, the same being in vacation of said Court, the following further proceedings were had in the above entitled cause and entered of record, to-wit:

1380 No. 764.

In the Matter of THE CALUMET DITCH.

STATE OF INDIANA,
Porter County, ss:

In the Porter Circuit Court. In Vacation.

No. 764.

In the Matter of THE CALUMET DITCH.

Clerk's Certificate.

Be it remembered, that afterwards, to-wit: on the 22nd day of May, A. D. 1911, the remonstrators, Lake Shore & Michigan Southern Railway Company, Michigan Central Railroad Company, and Chicago, Indiana & Southern Railroad Company, in the above entitled cause of action filed in the office of the Clerk of the Porter Circuit Court, this their General Bill of Exceptions, which Bill of Exceptions, at the time it was so filed, had been duly signed and certified to be correct and to contain all the evidence given at the trial of said cause by the Honorable Henry A. Steis, Special Judge of said Court, who presided at the trial of said cause as Judge of said Court.

C. S. PEIRCE,
Clerk of the Porter Circuit Court.

(See next page for bill of exceptions.)

1381 No. 764.

In the Porter Circuit Court. In Vacation.

STATE OF INDIANA,
Porter County, ss:

In the Matter of THE CALUMET DITCH.

General Bill of Exceptions.

Be it remembered, that at the May Term, 1910, of the Porter Circuit Court upon the trial of the above entitled cause of action, Maurice McKenzie, the duly appointed official shorthand reporter of said court, after being duly sworn so to do, took down in shorthand all the evidence given upon the trial of said cause, together with the rulings of the court respecting the admission and rejection of evidence, and the objections, grounds thereof and exceptions of the respective counsel aforesaid, made and taken to the

introduction of evidence, and all the admissions made by the parties to said action; and said reporter has, at the request of the remonstrators, Lake Shore & Michigan Southern Railway Company, Michigan Central Railroad Company, and Chicago, Indiana & Southern Railroad Company, in said cause, correctly transcribed his shorthand notes of the evidence and all admissions of said parties, rulings of said court and objections, grounds thereof and exceptions of the respective counsel aforesaid, to the rulings of the court, into longhand (typewriting), which said transcript correctly appears in the words and figures following, to-wit:

NOTE.—See following pages from 1384 to 4481 inclusive,
1382 of this Bill of Exceptions.

That said reporter furnished the same to the said remonstrators; that said transcript was duly filed in the Clerk's Office of the Porter Circuit Court on the 19th day of May, 1911, by said Maurice McKenzie, official reporter of said court, for and on behalf of said remonstrators; that on the 20th day of May, A. D., 1911, after said transcript had been so filed in the office of the Clerk of the Porter Circuit Court as aforesaid, said remonstrators presented this Bill of Exceptions to the Honorable Henry A. Steis, Special Judge of said court, for his approval and signature, that on the 20th day of May, A. D., 1911, the Honorable Henry A. Steis, Special Judge of said Porter Circuit Court, who presided at the trial of said cause, attached his certificate thereto duly signed by him showing the same to be correct and containing all of the evidence given in the trial of said cause; that at said time said original transcript was duly incorporated into this Bill of Exceptions and was a part thereof, as shown on pages above referred to; that said reporter's certificate, certificates of the Clerk as to the filing of the same in the Clerk's Office of said Porter Circuit Court, and the certificates of the said Judge as to the presentation and correctness thereof, are shown on pages 4582 to 4588 inclusive of this Bill of Exceptions; that the said pages from 1384 to 4481 respectively is a verbatim report, and is the original longhand (typewritten) manuscript of the evidence, objections, grounds thereof, ruling thereon and exceptions thereto, and all admission- of the parties made,
1383 taken and transcribed by said official reporter on the trial thereof, to-wit:

See following pages above referred to above and foregoing.

Pleas before the Hon. Henry Steis, (Special) Judge of the
1384 Porter Circuit Court, of the State of Indiana began at the May term, 1910, of said court begun and held at the court house in the city of Valparaiso, Porter County, State of Indiana.

Filed May 19, 1911. C. S. Peirce, Clerk Porter Circuit Court.

STATE OF INDIANA,
Porter County, ss:

In the Porter Circuit Court.

No. 764.

In the Matter of THE CALUMET DITCH.

Opening of Court.

Be it remembered that heretofore on the 31st day of May, 1910, the above entitled cause came on for trial before the Honorable Henry A. Steis, Judge of the Porter Circuit Court; that at the introduction of evidence in said cause one Maurice McKenzie, the duly qualified and sworn official shorthand reporter of said court, took down in shorthand all the evidence given in said cause, including both questions and answers, and noted all rulings of the Judge in respect to the admission and rejection of evidence, and the objections and exceptions thereto, and, at the request of remonstrants, has transcribed the same into longhand. That on the trial of said cause, and in support of the respective issues
1385–4502 therein, the following evidence was offered, introduced and heard, and the following objections, offers to prove, rulings of the court made in respect to the admission and rejection of evidence, and objections and exceptions thereto:

* * * * * * *

4503 WEDNESDAY, January 11, 1910—1 o'clock p. m.

Court met pursuant to recess.

Discussion Between Court & Counsel & Decision of Court upon Amount of Assessments on Separate Tracts of Land.

Mr. Kelly: Your Honor, I don't know who is to take the initiative in this matter. The township raises the question of assessments of damages to the various roads in the fifth specification, and I also represent the North Township with Mr. McMahon and Mr. Conroy. They raise some question in the second specification.

The Court: The first?

Mr. Kelly: The first. And Mr. Fiefield raises some question in the second and fifth specification. I might read the specification so the court can get the grasp of it.

(Whereupon counsel read the specification last above referred to.)

I take it the court knows the law on this proposition without citing your Honor any of the authorities. The Ludington case was affirmed and——

Mr. Harris: When we get to the proper point, we may want to say something on that proposition, but not at the present time. We may

want to say something as to whether the Ludington case is
4504 applicable to this case.

Mr. Kelly: We may probably offer some proof now.

Mr. Harris: It is stipulated between the following railroad companies: Chicago & Indiana Southern Railroad Company, Lake Shore & Michigan Southern Railway Company and the Michigan Central Railroad Company and the Petitioner and the respective remonstrants that each of the several railroads above named were organized, operating and existing under the Statute of Indiana, which went into force on May 6, 1853 concerning railroads, and was then published in the revised statute- of 1852, at page 409, and the amendments thereto, all being the same railroads; and the several railroads above named were so organized, existing and in operation at the time of the institution of this proceeding and have so continued.

* * * * * * *

4505 Judge Gillete: That the remonstrants who are included in this stipulation are such remonstrants as by their remonstrance are respectively questioning the assessments of benefits and damages covered by said railroad act or one of them or more.

Guy F. Stinchfield Recalled for Further Ex. & Examine- by Mr. Kelly.

GUY F. STINCHFIELD, recalled for further examination, was examined by Mr. Kelly, and testified as follows:

Q. You may state your name and the official position you occupy?

A. Guy F. Stinchfield, County Surveyor of Porter County,
4506 Indiana.

Q. And as County Surveyor, of Porter County, what has been your relation toward this drainage project?

A. I acted as one of the Drainage Commissioners and Engineer.

Q. You made a survey of the profile of the work?

A. Yes, sir.

Q. Proposed work. And you know whether or not it cuts the right of way of any railroad corporations?

A. It does, crosses the right of way.

Q. What railroad corporations, Chicago & Indiana Southern Railway Company?

A. Yes, sir.

Q. Lake Shore & Michigan Southern Railway Company?

A. Yes, sir.

Q. Lake Shore & South Bend Railroad Company?

A. Yes, sir.

Q. Where is the outlet of this proposed system of drainage, Mr. Stenchfield?

A. In Lake Michigan.

Q. What is the depth of the outlet?

A. Four and one-half feet below Michigan at the outlet.

Q. How many feet?
A. Four and one-half.
Q. What angle does it cut the railroad companies you have mentioned, and what is the depth of the ditch at that point?
A. I don't know whether——
4507 Q. It is approximately at right angles, nearly right angles?
A. When I say the Chicago & Indiana Southern, we crossed it at an angle of 83 degrees and 26 minutes.
Q. Is that company in operation,—was it in operation at the time you made the survey?
A. Yes, sir, they were operating, I think. Over the Lake Shore & Michigan Southern, we crossed it at an angle of 78 degrees and 8 minutes.
Q. Was that railroad company in operation?
A. Yes, sir.
Q. Running trains over its tracks?
A. Yes, sir. You asked a sto the depth; At the angle we crossed the Lake Shore & Michigan Southern, the ditch is 34.13 feet from the top of the rail.
Mr. Patte: The Lake Shore & Michigan Southern?
A. The Lake Shore & Michigan Southern. The Chicago & Indiana Southern is 30.75 feet from the top of the rail.
Mr. Harris: Now, the other one?
A. Well, it cross- the Chicago Lake Shore & South Bend at practically the same angle.
Mr. Kelly: Now, is it the same depth?
A. There is the difference there. I don't know whether I can find that or not. I have it in the office, but it is not here.
4508 Mr. Patte: Will you give the depths.
Mr. Harris: Give about the depths, it is not material.
Mr. Peterson: Can you give about the depths?
A. The Chicago, Lake Shore & South Bend?
Mr. Peterson: Yes.
Mr. Patte: From the rail.
A. I could not, it is practically the same as the Lake Shore. It may vary one or two feet.

Discussion Between Attorneys.

Mr. Peterson: How about the Michigan Central?
Mr. Patte: It is not intersected.
Mr. Kelly: The Lake Shore & South Bend Railway Company?
Mr. Pattee: The Michigan Central Railway is not involved.

Mr. Kelly: What did you say about the Lake Shore & South Bend Railway?
A. I said we cross them very nearly in the same condition as the Lake Shore. I think there is some difference in the elevation.
Q. Do you know whether that is a steam railroad or electric road?
A. Electric road.

Q. Interurban?

A. It is an interurban, yes, sir.

4509 Q. Did you see any cars running over the track?

A. Yes.

Q. What direction?

A. Both directions, east and west.

Q. You may describe in a general way, Mr. Stenchfield, what the channel of this ditch, in connection with the Little Calumet—whether you deviated from the channel or not, where the Little Calumet will ultimately empties into Lake Michigan?

A. Yes, sir. At the present time the water empties in the Lake Michigan at South Chicago. This proposed channel will enter in about two miles and a half east of Porter County.

Q. In Lake Michigan?

A. In Lake Michigan, yes, sir.

Q. What is the general direction of this ditch as to the channel of the Little Calumet north until you find the outlet into where it empties into Lake Michigan? Just describe that to the court.

A. I don't believe I just understand the question.

Q. Just give the general direction of the ditch now to the northeast to where it empties into Lake Michigan?

Mr. Peterson: That is all in the evidence.

Mr. Kelly: It runs to Section 30—what Section is it that

4510 these railroads are cut by the proposed drain?

A. We cross them in Section 36, Township 37 North, Range 7 West.

Mr. Peterson: What township?

A. 37.

Mr. Kelly: What County?

A. Porter County.

Q. Were there any other railroads intersected or cut by the proposed drain at that point in that section?

A. Not in that section.

Q. What angle now—I don't know whether we have that in the record—at approximately right angles?

A. Well approximately, it varies some.

Mr. Peterson: That cuts it nearly north?

A. Due north.

Mr. Kelly: Cross examine.

Cross-ex. of Guy F. Stinchfield.

Cross-examination.

By Mr. Peterson:

Q. Now at this point——

Mr. Kelly: Just a moment Mr. Peterson.

Mr. Peterson: Strike that out.

Mr. Kelly:

Q. Now, what were—can you turn to that report—have you got it handy? State what the damages assessed the Chicago & Indiana Southern Railroad Company were, some $11,000?

4511 A. $17,000.

Q. Yes.

Mr. Harris: Will you read that, I want to get the names of each railroad?

A. Chicago & Indiana Southern Railroad Company, $17,000. Lake Shore & Michigan Southern——

Mr. Kelly: What was that assessment, $17,000 for?

A. Damages——

Mr. Peterson: We object to that upon the ground that the remonstrants who are offering this evidence have filed no remonstrance under which they are entitled to introduce evidence upon the ground of damages allowed to the Chicago & Indiana Souther- Railway Company or any other railroad companies, and that it is not competent for them to prove by this witness what the Commissioners intended the damages for.

The Court: I will sustain the objection on that ground. The general averment was not sufficient and the railroad might have asked to have it made more proper, and not having done so, it will be sufficient to overrule the objection.

Mr. Harris: Exception.

To which ruling of the Court, the remonstrants, by their counsel, then and there duly excepted.

4512 Judge Gillete: I don't believe that is a proper way to get at this subject. I think with the report here it don't matter what they put it in for. The question is, is the report correct. I suppose it is for the cross remonstrants to show that no damages ought to be awarded. If they filed their report, it is apparently correct. Now, the question which the court has to try out is whether it ought to be supported, whether it ought to be upheld as correct or ought to be modified as incorrect.

Mr. Kelly: In order to avoid any—I will with-draw the question.

The Court: The question will be withdrawn then?

Mr. Kelly:

Q. Take the property—what other property did these railroads have in Sections 36 and 37 other than the track and right of way, if any?

A. The track and right of way, is all.

Q. Now, what railroads do you refer to?

A. Chicago & Indiana Southern. Lake Shore & Michigan Southern and Lake Shore & South Bend.

The Court:

Q. How about the Michigan Central?

A. The Michigan Central?

Mr. Peterson: It is not crossed.

The Witness: They weren't allowed any damages.

Mr. Kelly:

Q. Do you know the width of the right of way of the
4513–4525 respective railroads that you have given at the point of intersection?

A. I think they are 100 feet. I am not positive about the Lake Shore.

Q. What is the width of the first?

A. 100 feet, I think.

Q. Which road is that?

A. Chicago & Indiana Southern.

Q. Now, take the Lake Shore & Michigan Southern?

A. That is close to 100 feet. I am not certain, there is some doubt in my mind as to that.

Q. Chicago, Lake Shore & South Bend, what is the width of their right of way?

A. I think that is 100 feet.

* * * * * * *

4526 Mr. Peterson: Well, we have some evidence we want to offer and I suppose we are next then on that proposition; I guess we will take Mr. Feldes, first.

Direct Ex. of R. A. Feldes.

R. A. FELDES called as a witness on behalf of the Remonstrants, having been first duly sworn, was examined in chief by Mr. Peterson, and testified as follows:

Q. What is your name?

A. R. A. Feldes.

Q. What is your business?

A. I am employed as Assistant Engineer of the Chicago & Indiana Southern Railroad.

Q. How long have you held that position?

A. I have been with the company for practically six years.

Q. You know the proposed location of this channel—this canal—know- as the Calumet Ditch, where it crosses the right-of-way of the Lake Shore & Michigan Southern Railroad and the Chicago & Indiana Southern Railroad in Section 36, Township 37, Range 7, in Porter County, Indiana?

A. Yes, sir.

Q. Are you—how long have you known that location?

A. Well, I have been through there for the last four years; I should judge four years ago was the first time I was ever there.

Q. During that time, you have been engaged as Assistant Engineer of the Chicago & Indiana Southern Railway Company?

A. Yes, sir.

4527 Q. And your duties required you to be in that country frequently?

A. Yes, sir.

Q. Do you know what kind of a bridge would be necessary reasonably necessary over the channel, the ditch, where it crosses the Chicago & Indiana Southern?
A. I do.

(*Discussion Between Att'ys.*)

Mr. Gillet: Just a minute.
Mr. Peterson: The question is, "do you know?"
Mr. Gillet: Is that it?
Mr. Peterson: Yes.

A. I do.
Q. Have you made an estimate—no strike that out—do you know what it would cost to construct such a bridge that would reasonably be necessary for the railroad to cross the ditch contemplated in this proceeding, at the point I have referred to?
A. Yes, sir.
Q. What, in your judgment, would it cost, such a bridge as would be necessary, reasonably necessary at that point?

(*Discussion Between Att'ys.*)

Mr. Harris: If the channel was completed.
Mr. Pattee: The petitioners object to the introduction of evidence on the cost of the bridge for the reason and upon the ground that any evidence on the question of the cost of the construction of the bridge on the right-of-way of the railroad companies' line is not a proper element of damages, and not an element that will prove or substantiate the claim for damages in favor of the railway company affected.

Mr. Kelly: The remonstrators likewise object, that is,
4528 Porter County, E. T. Fifield and the Calumet Township, Lake Cou-ty, Indiana.

Discussion Between Court and Lawy's.

The Court: I guess that brings us down to the question.
Mr. Peterson: Provided the canal was constructed through the right-of-way.
The Witness: Shall I answer?
Mr. Pattee: Wait until the court rules.
The Court: That brings us down practically to the question in this case.

Argument by Mr. Harris.

Mr. Harris: I want to make a suggestion, your Honor. The duties of the railroad are such as the statute of Indiana gives them and imposes upon them. The statute of 1852, which we have provided in the stipulation has been in force since the 6th day of

May, 1853, and so far as the questions now are concerned, *it* has never been amended. The sections I have referred to are Sections 12 and 13 of the Railroad Act of May 6, 1853. Now, I want to read these, may it please our Honor, and I think we are entirely familiar with them. Section 12 reads:

(Whereupon counsel read the section last above referred to.)

Now, I propose to show that this now provides *that* the powers of the railroad shall be, and what the liabilities of the railroad shall be. Now, coming down to the third item of Section 13, its powers are:

(Whereupon counsel read from Section last above referred to.)

Now, there is the power to take by voluntary grant or donation. Now, an item of that same section provides:

(Whereupon counsel read from Section *in* last above referred to)

Argument of Mr. Harris on Right of R. R. Co's for Cost of Bridges.

So that now a railroad is authorized to acquire real estate for the construction and use of its road by either of two methods: First, by purchase; second, by condemnation. That is all elementary and I won't mention it because it is specifically pointed out in the statute what are its powers, and what are its duties.

Its duties are to construct its road upon and across any stream of water, water course, road, highway, railroad or canal, so as not to interfere with the same over which the route of its road shall intersect, and in such manner as there decribed, but the corporation shall restore the stream, water course, road or highway that is intersected to its former state. Now, any statute is to be read in the light of common knowledge and experience. The channel of the stream is laid out *ny* nature. The channel of the Calumet river runs through the State of Indiana almost parallel with the Lake Shore, and has been shown there was between the Calumet River and the Lake shore a natural elevation of land which separated the river flow from the Lake shore from twenty to thirty feet above the level of the Creek or stream to the Lake shore. It separated the waters of the river from the waters of the lake. The channel was marked out, as I say, by nature, and there it is. Now, I shall want to read as to water courses:

(Whereupon counsel read upon the subject last above referred to).

Finally a railroad is built, there is no water course intersecting its road and its property; it has a right-of-way by purchase or donation, and constructs a railroad upon it; that the state of Indiana, in the exercise of its sovereign power may deprive that railroad of the property which it has purchased, and deprive the railroad of the use of its tracks and impose upon it the duty of crossing the stream the same as if it were a natural stream. I don't want to ask that question, I want to put it on another point. I want to be entirely frank and say here that the railroad laws of this state, both steam railroads and electric railroads, have in each act, a clause which de-

clares that legislature may alter, and amend this provision at any time, but that does not mean, it does not give the State the right by any alteration to take from the railroad the properties without compensation. So, I say this point is to be considered with-
4531 out relation to that clause giving the right to alter and amend, and it comes to this proposition, as far as streams are concerned. Where there is a natural stream of water, and the railroad acquires the right-of-way over it, it acquires it subject to what? Every person living along the bank of the stream who has lands that are drained into that stream has a right to *the* use that stream for drainage in the nature of an easement. The stream has been there immemorial-y and the water by nature flows down into this stream from these lands. That is a property right—call it an eas-ment, because some of the companies called it an easement. That is a right, and a valuable right.

Now, any railroad laying a bridge across one of these streams, takes it subject to all the rights of all the land holders. It has been held in a case that was decided by the Supreme Court of the United States, or so far as the case is decided. A little creek in the State of Illinois was spanned by the railroad. Afterwards, a bridge was built. In the course of the development and improvement of the country the water was increased so that in time the bridge proved insufficient to pass the water off. The legislature of Illinois then passed a law for the improvement of water courses. *To* the question that went to the Supreme Court of the United States
4532 was whether that enlargement of the passage *as* this point was taking the property from the railroad company. And the Supreme Court, by a divided bench, I think four to three, held that it was not a taking. Now, why? Because when the railroad laid its bridge across the creek, it did it by the sovereign permission, and the railroad was bound at all times to not disturb the natural and proper flowage of that stream; that they had a right to drain this increase of the flowage of water into this creek, and therefore the enlargement of the bridge was not the taking of property away from the railroad.

Now, coming to this Ludington case. What was that? That is similar, as I see it. The Ludington case says that when the railroad was constructed, there was a flowage of water from the north and south, and the proposed stream or proposed channel for the flowage *of* was, as in the provision that was originally made by the railroad company, could not be insufficient. The Ludington case, as I see it, is on all fours with the C. B. & Q. case. Now, this was a case where a railroad crossed a stream and where the stream course was made the property of another.

What property holder in the Valley of the Calumet reserved any right to have the water which flows from his land cross over
4533 the property of the railroad companies at this place to go into Lake Michigan? Did the property owners have any right, which I called an easement, to that flowage? Their right of flowage was in the channel. The point I make is that there was no right of flowage at this point. Therefore, I say to your Honor, this is a

taking of property, because it is not using the property—the property should be used for the same purpose, but it is using the property for another and entirely different purpose. There was no right of any property holder in the Valley of the Calumet river to that land for the escape of the water in the Calumet River into Lake Michigan, and so I say, may it please your Honor that the Ludi-gton case and the other cases are not cases at all as I see it, like this one. They were cases where, in the natural development of the country the quantity of water that came down the natural channel to the bridge was such that the bridge was insufficient and the railroad company was bound to enlarge the main passage.

I insist that this is a taking of the *of the* property of these railroad companies in violation of the State Constitution and the 14th Amendment which gives equal protection of the lands to all persons and the property of every person as against any State law or action. Now, if it is a taking of the property of these rail-
4534 road companies then what is the provision? Why, it is that compensation shall be made. No man's property shall be taken without just compensation. This is material now since this is a taking of property. In other words a lessening of the right of the use which these railways have of these tracks at this point.

Now, I will say that the Sover-ign may take the property of the subject when that sover-ign desires to take it for the public welfare, and that sovereign may take it without compensation. To illustrate my position, your Honor, if I set up an establishment, and that property is offending the public peace and public morals, and it may be diseased, or if I have an offensive smell on my land or anything else, or a livery stable, you can burn down my livery stable; you can confiscate my title; you may prevent the use of the property may be for such a purpose as gives offense to others. But now you cannot take property under the police power that is not creating an offence. There is no power under the law to take property which belongs to me without compensation unless that property is offensive to public health, to the public morals, public peace and so forth. Now, suppose the land that these railroads own give no offense to the people of this community, none at all. What is the offense? The offense is the water in the Calumet
4535 Valley. They say that may abuse the use of the highway; they say it is stagnant and creates offensive smells and brings on fever and ague; granted that the land is offensive. That land can be diseased, if you please, and that is what they are doing here now. They are making those people who own this land upon which this offense rests, yield up to the public; they take it away from them, and not let the water stand there; that is a right that is being taken away from these people. You have no right to let the water stand on these lands because it is offensive to public thoroughfares and is offensive to public health.

Nobody is injured because of our land. How, then, can the police power already in effect take the property of these railroad companies without compensation?

The contention here as made by these remonstrators is that the land of the private individual along the Calumet River which is appropriated, physical land which is appropriated for the change of the channel must be paid for. You claim that, don't you? Of course, but you claim that the lands of the railroads that don't lie in the valley should be taken without compensation.

Mr. Gillet: No.

4536 Mr. Harris: Yes, you do; some of you do. You say the property taken from these railroad companies is not to be paid for.

Mr. Gillett: We say you are not entitled to pay for putting a bridge over this channel.

Mr. Harris: Do you hear what my friend says, we are not entitled to pay for putting a bridge over this channel? The State comes in, by reason of sovereign power and puts a canal through there. We can't use the property at all—we cannot use the railroad at all unless we put a bridge in there. Taking property is what. It is depriving one of the use. He says we will put a canal across your property; we have got a right to. That will deprive you of your use of the railroad; you can use it if you put a bridge across there, if that is not taking property I don't know what is.

Just one thing more. If my property is injured, my duty is to use my property so as to lessen the injury as much as I possibly can. For illustration, I rent my house to your Honor for a year. At the end of a month you get out. Now, it is my duty to you, for the purpose of lessening the damages as much as I can, to get some one into that property and get my rent so as — diminish the damages.

Now, I have stated as clear as I am capable of and as clear as I can that this property of ours is not offending the public

4537 in any sense, and therefore cannot be taken by the police power; that this property of ours was acquired under this statute for railroad purposes and applied to railroad purposes, and that we cannot be deprived of it by the State of Indiana, directly or indirectly unless we are paid a reasonable compensation for the rights which are taken. There we stand, may it please your Honor.

Argument of Mr. Peterson on Right of Railroads to be Allowed Cost of Bridges.

Mr. Peterson: Now, the question here is whether railroad companies are entitled to damages occasioned by cutting through their tracks at a place where there is no water flow, no flowage of water, and never has been. Now, I say this original proposition has never been decided in Indiana, and never has been decided in the United States where the statute law of the State where the occasion arose was similar to the statute laws of Indiana. That is the proposition we are confronted with, notwithstanding the Ludington case and notwithstanding the United States case.

Now, in the first place—I believe counsel in the Ludington case

referred to the City of Connorsville case. Now, that was a highway case. That is the first case as I remember it where questions in any way similar to these arose. That was in the Connorsville case, and that was a highway case. Now, we have a statute in the State of Indiana that covers that case and under which that case was decided. The statute concerning highways *in* some-
4538 thing like this. Well, first there was an expired statute requiring railroads to build crossing- and viaducts over highways—I am referring to Section 5195. Now, this Connorsville case was expressly decided, I think, under that statute.

Now second, there is an express statute providing, with reference to ditches, that the commissioners are to assess benefits and damages as the case may be to each tract of land to be affected thereby and to easements held by railroads or other corporations, and there is no statute to the contrary.

In the case of highways you have an express statute that railroads must build bridges and viaducts, and an express statute which provides that the commissioners must assess damages to railroads and other corporations. The statute I refer to is Statute Section 6192, volume 2. The language is this:

"That the commissioners are to assess benefits or damages, as the case may be, to each tract of land to be affected thereby, and to easements held by railroads and other corporations."

Now what does that mean, that we are not entitled to damages? There is no statute to the contrary. It is an express pro-
4539 vision that the commissioners must do that and when we come into court and say that they have not done that, it becomes the duty of the court to do that under the other provisions of the statute.

In this case, and I will not take time to read it, because I think we are all familiar with it. It is a case in which the location was at a point where there was an original water course as Mr. Harris has said, and where there was an express statute providing that railroads must build bridges over ditches and water courses. Instead of having an express statute to the effect that we must build bridges, we have an express statute that says that the commissioners are to assess damages to our right of way and to our easements. These were cases not presented to court in the first instance, as we are presenting them, where it is within the power of the court to say whether we are to be allowed damages or not, but were cases where a taking was made in the way of an injunction or mandamus, I have forgot- which. We are in court at the first opportunity raising this question and permitting the court to make the compensation to us for the injury that we are suffering.

Now, in the Ludington case there was an expression of the Supreme Court of the State settling that question. The de-
4540 cision of the case can be no stronger than the facts justify. The question- of fact presented in that case were: There was a depression in the land where it crossed the railroad and where there was an original stream; there was a natural water course, and they took the right-of-way with full knowledge.

4541 Judge Gillete: If the court please, it is not a question — to the right of the railway company to compensation for any taking of its property. The question we are dealing with is as to its right to have been assessed here damages for the cost of constructing railway bridges. Now, the point I seek to make is this: that this is not a direct result of any taking. It is only incidental and consequential as said at the outset, concerning their right to damages here. Now, the proposition is this; that where there is an exercise, on behalf of the state, of its police power, there is no right to damages which are merely consequential upon the exercise of that power. Now, I might argue that proposition at great length, but I want to say to you that there would be no departure from that proposition without the consequential damage as the result of the exercise of the police power. The Statute says that damages should be allowed to corporations, I grant you, but, I say this is not element of damage. There is the exercise of the police power. This question here involves the right to recover for consequential injuries, and that cannot be allowed.

Now, Mr. Harris contends the duties of these railways and their rights are prescribed by statute. To establish this, it struck
4542 me as very extraordinary, that is in the giving of grants to public corporations exercising an extraordinary privilege that the rule ought not to be strick concerning their rights. You must always read the statutes in the light of the common law, and the statutes do not change the common law, and these statutes have not affected the common law duty of railroad companies.

Mr. Harris: Is it any common law duty that a railroad company should give up its property to a canal where water never run before? These interests here avoid that point.

Judge Gillete: I say to you you cannot get compensation for consequential damages as the result of the exercise of the police power. Now, take the statute counsel refers to.

(Whereupon counsel read from the statute referred to)

This contemplates that it is the duty of railroads, I take it, and it is a question that is well settled, so far as the Supreme Court of Indiana is concerned, that where there is a building of a new stream, it is the duty of the corporation to carry that stream across its right of way. Now, that can't be put on the ground of any other construction of this statute, but it is put on the common law duty of these corporations, and the fact must not be forgotten as
4543 to the nature of the occupancy of corporations of this kind, who are actually engaged in the transaction of the business for which they are organized. These lines of railroad stretch clear across the State in many instances. There must be an opportunity to cross and recross these railroads. The Lake Shore & Michigan Southern may have had no reason to apprehend that at the time it construct*is* its railroad that some other railroad, perhaps the Monon, would extend its own railroad across it, and yet, if the Monon does extend its railroad across it, the Lake Shore is required to stop its trains at the crossing, or provide an expensive interlocker, at least with the joint expense with the other company.

Is there compensation for that? Why, clearly not, because for consequential injuries there is no right to damages, provided the consequential injury is the result of the exercise of the police power. that.

Judge Gillete: I take it the force of an express statute is no greater than the force of the common law. In order to conserve the public health, improve the highways or authorize the construction of a public work of this kind, the question is, are they to have damages for consequential injuries?

4544 Now, counsel who first addressed your Honor, Mr. Harris, spoke a little vaguely, it seems to me, concerning their right to acquire their property by condemnation. Now, you have got to treat this matter just as it was read in the Rhodes Case in the 171st Indiana. The court held in that case there was no right for compensation beyond nominal damages. Now, counsel seeks to distinguish this case from those which they evidently know are in the focus, but which they have not specifically referred to here on the ground *they* are in some, or perhaps most of these cases there was some water course. Well now, of course, it is pretty hard to get a case that is right in point. You take a little water course that would be a natural water course which would have to have a cut or culvert three or four feet wide; do you tell me that the mere presence, the incidental presence of that little water course is a justification for gathering the waters over an area of perhaps seventy square miles and carry across that right of way here? Why, surely that could not be. You take the drainage canal over in Illinois, they have to cross some railroads' rights of way. Does it make any difference whether the point they cross is at some little water course or not? Why, I take it that it does not.

4545 If you say the water course gives reason to the company to apprehend that some time or other there may be a ditch built there, then I say to you they ought not to be awarded damages occasioned by the exercise of the police power.

You take the case of drainage in cities. There is a case in the 197th U. S. I will refer specifically to that case, but it was held since there was no taking of the mains that it was an injury which was the result of the exercise of the police power by the state.

Now, you take the matter of viaducts. Why, I never understood that railroads which spend millions in the construction of elevated tracks with incidental viaducts are entitled to any compensation. My friends Mr. Peterson might say there is an express statute, but I say that express statute give- them the right to damages because of the grading of this new embankment. You can stretch a line of railroad clear across this state without it becoming necessarily regulated. Now, counsel speaks, and I might say there is no difference in principle between the building of a new drain and the building of a new street. It is as much the duty of the public to conserve public health as it is to afford the public means of getting to and fro along public ways. It is the same thing in prin-

4546 ciple.

Now, as to the matter of conserving the public welfare.

I want to call your Honor's attention to a case decided by the Supreme Court of Indiana and upheld by the Supreme Court of the United States. It is the case of the Cincinnati, Indianapolis and Western Railroad Company against the City of Connorsville. It was decided by the Supreme Court of the United States November 28, 1910. I refer to that case because I think that in principle it fairly meets the argument. The case of the City of Connorsville was a case of a new street. It was not a case of an existing street, but it was a case where the city was opening a street across the right of way of the railroad company and was crossing at such a grade that it was necessary to build a bridge. That is the question of a new street where the railroad company would have had no reason for apprehending there would have been built a street. It is a new proposition. There is no water course there. The trial court gave these instructions to the *in*jury:

(Whereupon counsel read from the case last above cited).

4547 Now then, if the Supreme Court of Indiana is right on the proposition that this is a common law duty on the part of the railroad companies, then they took their charter subject to those burdens. If your Honor desired, I will leage this case with you.

This case in the 166th, was a case for the recovery of damages as a result of the exercise of the police power where the state had built a dam across a river. I don't know as there is anything more I could say upon this subject without repetition.

Argument of Mr. Pattee Against Allowing Cost of Bridges to T. T.

Mr. Pattee: May it please the court: Mr. Harris raises the point here that this is a taking of property. He doesn't touch in any way upon the proposition as to whether there is any distinction made between private property of an individual and public property of a public railway company. I haven't an authority right here before me to present to the court, but there are plenty of them in the library that lay down the rule that a railroad company is a public corporation and that the general phrase that is applied as applicable to and individual where there is a regulation of this kind is not applicable to a public corporation.

Now, the right to take is one think, and the right to alter the use of it another thing. Here is an incident where we are not taking, and Mr. Harris contends we are. There is a public

4548 railway line running its railroad cars east and west. We see fit now to lay out a new public highway, for example, running it north and south; we then intersect the public railway line with the public highway, one running north and south and the other running east and west. We do not take away the right of that railway company to operate its road; we simply modify the use or operation of that road, and leave it to the full privilege of operating its road as it always did have the right to operate. We make them put that street crossing in suitable condition for

travel and give them no compensation. Those cases are numerous in this state. One of them has been alluded to, but there are three or four of these cases.

Now, here in the very same sub-division of the section of the old railway act, right in the very same breath of the Legislature, in the same section and as a part of the same section, the same provisions and the same language is couched in the same manner in that same subdivision and applying both to the highways and to streams. A railroad company is one kind of a public highway, a public highway upon which cars are operated to transport people. A highway that is laid out through the country is simply another kind of a
4549 public highway. A drainage proceeding is, in fact, another kind of public highway, a highway for the transmission of water, and they are all public improvements for the purpose of conversing the public interests.

Now, Mr. Harris put a question, but at that moment Judge Gillete was untangling his glass. I believe I can answer that question through the Federal Court, a decision that was handed down by Justice Brewer. This is a case in the 28th Federal Reporter, at page 921, National Water Works Company of New York vs. City of Kansas, Utah.

(Whereupon counsel read from case last above cited)

There was decided away back in 1886. This case involves the right of a city to put down new sewers. The principals in the two cases are identicle, perhaps this case has a little stronger ground because here in this case it was a private corporation, a water works company which was involved instead of a public corporation like a railroad, a common carrier.

The case of the Lake Erie & Western Railroad Company vs. Smith 61 Federal, page 885, involves an Indiana drainage proposition.

(Whereupon counsel read from case last above cited).

Now, this township case, I call your Honor's attention to the 113*d* Indiana at page 313.

(Whereupon counsel read from case last above cited)

Now, the Rhodes case, 171 Indiana, 521, is a very forcible
4550 case. It is a highway case, and I don't believe it will be provitable to spend the time it will take to read this case. The last page of that decision, however, reads as follows:

(Whereupon counsel read from case last above cited)

The Ludington case seems to contemplate fully and clearly and forcibly the right to project a new drain through the right of way of a railroad company at a point where no drain ever existed before. There are many illustrations that can be drawn of similar conditions arising. Take the Kankakee river for an example. That river runs in a zigzag course, and it might be necessary to cut into the Kankakee river ever- half mile in order to drain the country successfully.

Counsel said if it is a common law duty of the railroad company to maintain its bridges and to support the demands of the public as they arise by reasonable regulations, then it is nothing more than their plain duty, and they are entitled to compensation. They can't be *apid* for performing a duty, and this statute makes it their

duty and the common law likewise makes it their duty. The Illinois case lays that down, and the United — Supreme Court
4551 affirms the Illinois case.

Mr. Kelly: I shall be brief on this legal proposition. I seems to me the strongest proposition that has been advanced by the other side is the argument that it was taking of property with out due process of law. That was pressed hard by the attorneys for the remonstrants. Now, I don't think that this is the law in a case of this kind, but I want to submit authorities upon that proposition. Where a project of this character, for the public good, is being constructed, and where it is the result of a statutory enactment, and the statute provides for its construction, the taking of property incident to the construction of the drainage system is not a taking of property without due process of law. The act under which this ditch was constructed gave the commissioners extraordinary power and the legislature knew what it was doing when it enacted this law.

(Whereupon counsel read from the statute)

Now, the legislature gave the commissioners that constructed this ditch power to construct this work. They have submitted their plan; they cut through this ridge where the Little Calumet goes towards Lake Michigan and the finding of the Commissioners was
4552 that Lake Michigan was lower by a great many feet that this marsh land, and the marsh land would be drained into Lake Michigan and it would be a suitable outlet.

Now, I want to be brief; it is growing late, and I don't think of anything that I can say or any legal propositions that I can cite to this court that will help matters any. I believe you are conversant with the facts and the law in the case. I wa*tn* to read from the Robroy case, Volume*s* 200, U. S. page 270. This is upon the legal proposition advance*s* by Mr. H-rris that this is a taking without due process of law. When he made the statement I regarded it as worth consideration, and in this case the court as upon that proposition said.

(Whereupon counsel read from case last above cited)

Let us consider for a moment—the legislature surely had in mind that the railroads extend from state to state, county to county and city to city, and the franchise of the Lake Shore & Michigan Southern extending through Section 36, Township 37 is from Chicago to Cleveland, Ohio. When they built their road, they built it with knowledge of the t*y*pography of the country, and that some day these swamps might be drained into Lake Michigan if the public welfare and public good demanded it. They took
4553 it subject to the public right.

On the question of police power, I don't think there is any question about that. I think Judge Gillete covered that completely. Another proposition advanced by Mr. Harris is that a charter is a contract; that is a contract the railroads made with the State of Indiana. Now the Robroy case on 578 disposes of that.

The Court: That is the same case.

Mr. Kelly: That is the same case.

(Whereupon counsel read from case above cited)

If this is a police regulation, and it is for the public good, then the charter under which the Lake Shore & Michigan Southern Railroad —they took their charter subject to the police regulation and to the legislative enactments of the State of Indiana. The Legislature is the people. The law flows from the people, and the railroads took their charter subject to any legislation that the legislature might seek to impose upon the land for the common welfare. That seems to be the reasoning in this case. Now, the next proposition laid down in this case is as follows:

(Whereupon counsel read further)

Now I want to refer to the Ludington case briefly. I be-
4554 lieve I was not mistaken when I stated that Section 12 and 13 of the revised Statute- of May 16, 1853 are the same as referred to in the Ludington case. I will read that part of it, Section 5 of 5195 of the Statutes of 1908.

(Whereupon counsel read from the section of the Statute last above referred to.)

I believe now the sole question left is whether or not they haven't the right to find the best channel and best outlet, and the common law gave them that power. The commissioners must exercise that law for the greatest good. They must find the outlet that will serve the common welfare and promote the interest of the public. The sole question if whether or not the Ludington case and the Robroy case covers this proposition advanced by the other side. If they are, and if this scheme or drainage system was for the public welfare generally, then under the law we have submitted to the court, then can't recover. I don't care to go any further or to discuss this matter any further, and I don't care to touch upon these propositions that were discussed by Mr. Pattee and Judge Gillete. I believe we have covered the ground completely, but I want to call your Honor's attention to the Robroy case and the Luding-
4555 ton case because I believe these two cases furnish the law for this case.

General Discussion by Att'ys.

Judge Gillete: If your Honor please, I just want to offer a single suggestion. Counsel goes on the theory that if there had been a little water course down here that would have been in the nature of a notice to the railroad company that some time there might be a great ditch there. This may not be a natural water course, but it is the only natural way to send this water.

Mr. Peterson: We can't get through to-night. There are several witnesses with regard to the different railroads so we can't get through to-night. I was going to suggest that we might go over until tomorrow morning.

Mr. Harris: I would like to make one suggestion. I- never occurred to me before that we had a statute in this state—I don't recollect much about it—concerning the changing of the course of a natural stream. There is nothing expressly said in this ditch law about changing the *court* of a stream.

Judge Gillete: I think the last ditch law did make that change.
The Court: We will adjourn until tomorrow.

Whereupon an adjournment was taken until the following day at 2:30 P. M. Thursday, January 12, 1911.

4556 Thursday, January 12, 1911—2:30 o'clock.

Court met pursuant to adjournment.

Offer to Prove Made by C. I. & S. R. R. Co. and Exceptions.

The Court: Mr. Peterson did you wish to be heard further on the question we were discussing yesterday?

Mr. Peterson: I don't believe I will take any more time of the court in discussing this matter. I think we have made ourselves plain in our contention so that the court understands it and nothing could be added.

The Court: I will let you make your offer.

Mr. Peterson: The Remonstrant, Chicago & Indiana Southern Railroad Company, in response to the question asked the witness, offers to prove by the witness, and he will testify, if permitted so to do, that the reasonable cost of the construction of such a bridge as is made reasonably necessary over the proposed ditch at the point where it crosses said Remonstrant's railroad and right-of-way, will be $60,000, and will cost $60,000 to construct such a bridge as will be reasonably safe for the said Remonstrant's railroad to operate trains upon, over and across the proposed drain.

Objection is sustained and offer to prove refused, and exception by the Remonstrants.

Mr. Harris: Remonstrants except to the ruling of the court in sustaining the objection to the Question and overruling the
4557 offer of proof.

To which ruling of the court the Remonstrants seperately and severally then and there duly excepted.

Offer to Prove by L. S. & M. S. R. R. Co. and Evidence of Mr. Feldes.

Mr. Peterson:

Q. Now, Mr. Feldes, you know the location of the Lake Shore & Michigan Southern Railway at the place where this proposed drain will cross it, if constructed?

A. Yes, sir.

Q. How long have you been familiar with that location?

A. Well, for the last four years; I would say practically four year-.

Q. Do you know the length of the bridge that will be required to span the opening there where the Lake Shore & Michigan Southern Railway crosses the proposed ditch?

A. Yes, sir.

Q. What is the length of the span that will be *repaired* there?

A. It will be probably 200 feet.

Q. Do you know what—no, strike that out—how many tracks does the Lake Shore & Michigan Southern Railroad maintain at that place?

A. Two tracks; two main tracks.

Q. You may state whether or not it is what is commonly known as a double track roalroad system at that point?

A. It is, yes, sir.

Q. And between what points does this railroad operate, the Lake Shore & Michigan Southern Railroad Company?

4558 A. The Lake Shore is from Chicago to Cleveland, and extends to New York, of course.

Q. This division is from Chicago to Cleveland?

A. Yes, sir.

Q. Do you know what it would cost to construct a bridge on the line of the Lake Shore & Michigan Southern Railway right-of-way where it crosses this proposed drain if the drain is constructed, in a reasonably safe and proper manner?

A. Yes, sir.

Q. You may state, Mr. Witness, what such cost would be?

Mr. Pattee: Just a minute. The Petitioners object to the introduction of evidence for the reason and upon the ground that it is not proper to show what it would cost to construct the bridge over the right-of-way.

Mr. Peterson: We offer to prove by the witness, in response to the question asked, and he will testify if permitted so to do, that the reasonable cost of construction of such a bridge as would be necessary and reasonably safe for the operation of trains over this proposed drain at the place where it crosses the railroad right-of-way will be $135,000.

The Court: Objection sustained.

Mr. Peterson: Objection sustained and the offer to prove is refused, to which ruling of the court the remonstrant, Lake Shore & Michigan Southern Railway seperately and severally except.

That is all with this witness.

The Court: You may cross examine, gentlemen.

(No cross examination).

4559 *Direct Evidence of C. C. Hill.*

C. C. HILL was called as a witness on behalf of the Remonstrants, having been first duly sworn, was examined in chief by Mr. Peterson, and testified as follows:

Q. What is your name?

A. C. C. Hill.

Q. What is your age, Mr. Hill?

A. Forty-nine.

Q. Where do you reside?

A. Niles, Michigan.

Q. What is your business of profession?
A. Chief Engineer—Division Engineer of the Michigan Central Railroad.
Q. How long have you been Division Engineer of the Michigan Central Railroad?
A. Something over four years.
Q. What was your business or employment before that time?
A. With the Grand Trunk Railway Company.
Q. In what capacity?
A. Civil Engineer.
Q. How long were you in the employment of the Grand Trunk Railway?
A. Five years.
Q. You are familiar with the location of the proposed drain?
A. Yes, sir.
Q. (Continuing:) Known as the Calumet Ditch. I will ask you to state where the drain crosses the—if it does cross the right-of-way of the Michigan Central Railroad?
A. The proposed location?
Q. The question is, do you know?
A. Yes, sir.
Q. What is there at that point?
A. A three span bridge.
Q. How long has that, to your knowledge, been there?
4560 A. Well, to my knowledge, since I have been on the division and quite a while before that it must have been there
Q. Do you know the width of the ditch—the proposed ditch at the point where it crosses the right-of-way of the Michigan Central Railway?
A. Please read the question.
(Question read)
A. Yes.
Q. What is the width of the top of the proposed ditch at that point?
A. Eighty-two feet, I think.
Mr. Pattee: Is that to the rail?
A. No, that is the slope.

Mr. Peterson:

Q. Now, what is the width of the ditch, the bottom of the ditch at that point?
A. Fifty feet.
Q. What is the width of the opening of that bridge at that point?
A. There was three 60 foot spans, that is not clear span. I could not give that exactly, I did not get the files sent to my house this morning.
Q. Do you know how deep the structure is below the water in the river at the present time?
A. What is that?

Q. The structure of that bridge, how deep is it below the bottom of the river, at the present time?

A. The bottom masonry is between three and four feet, I think, below the silt of the river.

Q. How deep will the ditch be at that point?

A. May I get hold of that profile before I answer that?

Q. If you desire.

4561 Mr. Peterson: Read the question.

(Question read.)

A. Do you mean the rail, or what now?

Q. Below the rails, we will take that?

A. Probably 17 feet.

Q. How far is it from the top of the rails to the bottom of the river at this time?

A. The profile shows 11 foot.

Q. So I take it, Mr. Witness, there will have to be excavation there deeper than the present river bottom?

A. It shows excavation here of practically six feet.

Q. Six feet?

A. Yes, sir, just a little more.

Q. Now, it being necessary, we will assume then to get down practically 6 feet below the bottom of the river and to get the dimensions of the proposed ditch, what effect will the construction of the proposed drain have upon your present bridge structure?

A. They will leave the timber under our masonry exposed on low water which will necessitate spoiling the foundations.

Q. I understand you to say it will interfere with the foundation of the bridge?

A. Timber exposed to the weather, both wet and dry will decay, and the foundation to be secure must be below the line of low water.

Q. Now, what effect will the decaying of these timbers under the structure of that bridge have upon the bridge?

A. Make it unsafe.

Q. Then under the conditions you have described, suppose the proposed drain is constructed what will be necessary in order to make a secure bridge or crossing over the proposed ditch
4562 at the point where it crosses the Michigan Central Railroad Company?

A. Re-construct those foundations.

Q. Re-construct the foundations?

A. Yes, sir.

Q. You may state, Mr. Hill, if you know, what will be the expense or cost of re-constructing that bridge in such a manner as to make it reasonably safe for the operation of trains on the Michigan Central Railroad? The question is do you know, first?

A. I have gone over——

Mr. Crumpacker: Wait, answer yes, or no.

Mr. Peterson:

Q. Do you know what it would cost?

A. Approximately, yes.

Q. Now, Mr. Witness, you may state what it would cost, what it will cost to construct or re-construct that bridge over the Michigan Central Railroad Company's right-of-way at the point where it crosses the proposed ditch, providing the proposed ditch is constructed?

Offer to Prove Made by Mich. Cen. R. R. Co. and Exceptions.

Mr. Pattee: Now wait. The petitioners object to the introduction of the evidence for the reason and upon the ground that it is not a proper element of damages what the cost of the bridge is, and the cost of the bridge construction is material, and not a proper element of damage to be considered here.

Mr. Peterson: The remonstrant, Michigan Central Railroad Company offers to prove by the witness and says to the court he will testify, if permitted so to do, that it will be necessary to re-
4563 construct the bridge at the point above mentioned in the question and that the cost of making that bridge reasonably safe for the operation of trains over remonstrant's railroad will be $30,000.

The Court: Objection sustained.

Mr. Peterson: Objection sustained and the offer to prove refused, to which ruling of the court the Remonstrant Michigan Central Railroad Company separately and severally except.

Q. Mr. Hill, are you familiar with the line of railroad which crosses the Calumet marsh?

A. Yes, sir.

Q. How long have you been familiar with it?

A. Since I have been on this division, something over four years.

Q. In the vicinity of this bridge, you may describe briefly to the court, if you will, the condition of the right-of-way at the time *of* this proceeding was commenced and at the present time?

A. Do you mean to give approximately our course across the marsh?

Q. Yes, just describe it in a general way?

A. A little over a year ago, or a year ago the bridge was approximately two feet higher than the rail, since that time it has been raised to the top of the bridge.

Q. In other words, your road is at grade with the land on either side of the marsh?

A. There is higher land back farther.

4564 Q. How is that grade built through there, what is it built of?

A. The original material I suppose was sand put in, but the banks have been riprapped.

Q. Then, during the last four years you have been, as Division

Engineer, observing whether there have been any washed through this place?

A. The riprap is heavy enough so there has been no wash-outs since I have been there.

Q. What effect, if any, will the construction of this ditch have upon the railroad's right-of-way through there?

A. I presume——

(*Discussion Between Att'ys.*)

Mr. Kelly: If the court please, I think that question is a little too broad.

The Court: You are assessed benefits on this.

Mr. Peterson: Yes.

The Court: How much?

Mr. Peterson: Two thousand dollars, I think.

The Witness: Two thousand dollars, I think.

Mr. Pattee: There was an objection interposed there to the last question, I think, by the Judge — Gillett.

Mr. Peterson: What is the objection?

Mr. Gillett: My idea is that the witness would be practically called upon to determine the ultimate question which the court would be called upon to determine.

Mr. Peterson: Well——

The Court: The question is—I think the question is broad.

Mr. Gillett: What effect it would have upon the road-bed.

4565 Mr. Peterson: Read the question.

(Question read as follows: "What effect, if any, will the construction of this ditch have upon the railroad's right-of-way through there?)

Mr. Peterson: If the ditch is built as proposed?

A. Why, it will lower the water on the right-of-way.

Q. What effect, if any, will that have upon the railroad?

A. I don't think that there will be any material difference in the maintenance of the railroad, whether the ditch is constructed or not.

Q. Would there be any material difference in the life of the road?

A. No, I don't think there would be. I think we have guarded against the water there in the construction.

Mr. Peterson: You may cross examine.

Cross-ex. of C. C. Hill.

Cross-examination.

By Mr. Pattee:

Q. Mr. Hill, how long a strip of your right-of-way is there that is located in this district, do you know?

A. Mr. Pattee, I can't say, but roughly speaking there may be four or five thousand feet, I should say.

Q. Four or five thousand feet?

A. I didn't have a chance to get to my office this morning; I have been laid up for a few days, and I asked to have the files sent up.
Q. How wide is your right-of-way?
A. From 100 to 150 feet.
Q. And the marsh extends from four to five thousand feet, and the overflowage at times extends in and along that grade to a
4566 distance of from four to five thousand feet?
A. I should say it was, yes, sir.
Q. And this is practically on both sides of the right-of-way?
A. That is practically on both sides of the right-of-way.
Q. How wide is that macadam?
A. Our macadam there is about 40 feet wide on top.
Q. On the bottom?
A. On the bottom you add to that three times the height.
Q. How high is it?
A. Why, I cannot give you the exact height.
Q. It varies?
A. It varies according to the place you just take the height and multiply it three times.
Q. When the water is down a man standing down in the marsh can see over the grade?
A. Some places there you can.
Q. It is higher than a man would stand and look, if he was looking direct?
A. Yes.
Q. How high do you think it is, 8 or 10 feet?
A. I think the highest place would probably run from 8 to 10 feet.
Q. How wide is that bridge?
A. I beg pardon?
Q. How wide?
A. Do you mean how long or how wide?
Q. No, the length?
A. One hundred eighty feet, three spans of 60 feet.
Q. One hundred eighty feet?
A. Yes.
Q. At the present time, it requires a bridge 180 feet long to accommodate the right-of-way?
A. You understand that means one clear span of 60 feet
4567 and two bridge spans that are not clear spans.
Q. They are spans——
A. They are spans from the abutment.
Q. You say the middle span is how many feet wide?
A. All iron spans are 60 feet each.
Q. Two middle spans of 60 feet each?
A. One center span of 60 feet, but not upon the beans. I can give you the exact measurements if you want them.
Q. How many openings are there?
A. Three.
Q. When the water is up to high water in the spring, how wide does it spread between——

A. One hundred forty or one hundred fifty feet.
Q. One hundred fifty feet?
A. I beg pardon, 140 or 150 feet.
Q. All right. How much would it reduce the length of the bridge that you would be required to keep and maintain if this ditch was constructed as proposed?
A. I don't know.

Mr. Peterson: It seems to me they cannot go into its construction there, they are opening the road and we will be permitted——
Mr. Pattee: I will withdraw the question.

Q. Now the right-of-way is constructed through a big soggy marsh, isn't it?
A. Not at the dry season of the year.
Q. Well, at the wet season of the year?
A. Yes, sir.
Q. Ever since you have known a railroad right-of-way they have to be constantly filling in that right-of-way from year to year?
A. No, sir, we just got through putting in new ballast.
Q. When was that?
A. Early last spring and late a year ago this fall. We finished the east side last spring and the west side the fall before.
4568 Q. You say in making that fill you put in what material?
A. Stone bal-ast.
Q. You say you have been observing the ballast you put in there since you put it in?
A. Yes.
Q. Was there any high water period since you raised your bridge that you observed to see whether it was taking any effect or not, at any time?
A. Now there was high water before we put it in that didn't wash the riprapped banks at all, very high water.
Q. You don't mean to say it didn't wash at all, do you?
A. Well, not perceptibly.
Q. Did the water wash to some extent, didn't the water wash the sand out to some extent in places where the water came up under the riprap?
A. There is no place where it washed out.
Q. As a matter of fact, isn't sand liable to wash when water is washing up against it?
A. Sand unprotected, yes.
Q. Will it when it is protected?
A. That is according to the protection.
Q. Now will it with the protection you have in?
A. The banks there show no wash at all, I went over them carefully.
Q. In your opinion will this right-of-way stand permanently and resist the action of the water of this marsh the overflow absolutely?
A. I think it will, yes, sir.

Q. You think it will?

4569 A. Yes, sir.

Q. How did you come to examine this to see whether there had been any water action or not?

A. There was high water there, and since it went down I went down and went over the banks, to find out what action had been taken.

Q. How high was it when the high water came over the tracks, do you know?

A. I can't tell exactly, but I should say 18 inches.

Q. It comes up then when you have exceptionally high water to about 18 inches?

A. That would be a matter of about three feet to reach the highway because these sags have been taken out.

Q. When was it that it was up within 18 inches?

A. It was in March, I can't tell whether it was two or three years ago.

Q. Water comes up along the right-of-way for practically four or five thousand feet?

A. To a certain extent, yes.

Q. Isn't it a fact or not a fact that you have to keep a watchman out there in high water times to watch.

A. We keep watchmen at all points.

Q. Do you consider this right-of-way in this marsh dangerous in high water times?

A. I do not no, sir.

Q. You don't. You keep watchmen there in high water times to keep watch of the right-of-way?

A. We keep watchmen at any point we consider dangerous. I don't consider that a dangerous point at the present time.

Q. Ordinarily it is the action of the water, the rise of the water that makes it dangerous, isn't it?

4570 A. What is that?

Q. Ordinarily it is the action of the water in that locality and the rise of the water that makes it dangerous?

A. What action of the water?

Q. The action of the water in coming against that road-bed from the east, and the rise of the water to nearly the top of the road-bed?

A. There has only been one time when that water has been any where near what I consider dangerous, and that has been removed by raising the track. As near as I can find out that is one of the highest waters that has been there in a great many years.

Q. Then the Michigan Central Railway runs into the city of Gary, does it not, and out of the city of Gary, and in running into the city of Gary it goes through the marsh?

A. I can't tell you where the limits of the city of Gary is.

Q. Going from the east to the west, or northwest along your right-of-way, it runs from this marsh into the city of Gary?

A. It runs into sand hills and timber lands there for a mile.

Q. How far is it from the outskirts of the city where buildings

are being built at the present time to the closest point on your right-of-way where you extend into the marsh?

A. I should say it was in the neighborhood of two miles.

Q. Two miles. Do you have any switches coming out two miles from Gary?

A. We have a switch that is nearly a mile east of Broad-
4571 way.

Q. Do you have any switches extending into this marsh?

A. No, sir.

Q. You don't have any?

A. I beg pardon. You might consider the Earle land at East Gary as part of this marsh, and there is a small switch that runs into a factory they started there.

Q. And you have a right-of-way fence?

A. We have a fence, property posts.

Q. What are they used for?

A. To define the property line where we have it fenced.

Q. You have a little house located down along the side of the low ground?

A. In the marsh?

Q. Yes.

A. There is no need for any.

Q. You don't have them?

A. There is no need for any.

Q. I asked you if you do have them there?

A. No, we have no need of them there.

Q. Does the railroad have any telegraph pole line in the right-of-way?

A. Yes.

Q. Does it extend clear across the marsh?

A. Yes.

Q. How many lines, one or more?

A. One line on the right-of-way, only.

Q. How close are the poles together?

A. The distance of the poles are not (now) 100 feet; the distance originally was 76 feet between the poles.

Q. How many wires do they carry, approximately?

A. I can't give the number of wires, I should say 30 or 40.

Mr. Peterson:

4572 Q. That is the railroad line?

A. Western Union and the Railroad.

Mr. Pattee:

Q. Now, in filling in along the side, how deep is that riprap covering into where it strikes the sand road-bed?

A. That would run from a foot to two feet.

Q. From one foot to two feet?

A. There is a difference between riprapping a sloping wall because of the depth of it.

Q. What is that sloping wall, riprap?

A. Riprap.
Q. What do you mean by riprap?
A. Loose stone thrown in there.
Q. Loose stone?
A. Yes.
Q. What size?
A. Different sizes, a man can handle it easily.
Q. In what way do you pile it in there?
A. Just throw in on top of the ground.
Q. And let it roll off?
A. Let it form its own slope.
Q. You say it ranges from a foot to two feet in thickness?
A. Yes.
Q. Is that slag or crushed stone?
A. It is flat stone.
Q. Where does it come from?
A. I can't tell you, I don't know.
Q. Does it have any uniformity in size?
A. No, sir.
Q. It runs from little pieces up to heavy stones?
A. To heavy stones, yes, sir.
Q. Then you say that kind of work is all along on both sides of this marsh?
A. Almost all the wat across the marsh; I can't tell you exactly.

Mr. Pattee: That is all.

4573 *Redirect Ex. of C. C. Hill.*

Redirect examination.

By Mr. Peterson:

Q. How many wires has the railroad on the line of telegraph there?
A. I can't answer that question.

Mr. Peterson: That is all.

4574 *Direct Evidence of Arthur Montzheimer.*

ARTHUR MONTZHEIMER was called as a witness on behalf of the Remonstrants, having been first duly sworn, was examined in chief by Mr. Peterson, and testified as follows:

Q. State your name, please?
A. Arthur Montsheimer.
Q. What is your business?
A. Chief Engineer of the Elgin, Joliet & Eastern Railway.
Q. How long have you been an engineer?
A. Twenty-two years.
Q. How long in railroad construction and maintenance?
A. Twenty-two years.

Q. How long have you been Chief Engineer of the Elgin, Joliet & Eastern?

A. Eight years.

Q. That is the line of railroad running through this swamp?

A. Yes, sir.

Q. You know about where the location of this Michigan Central Bridge is?

A. I have been over it, I don't know much about the Michigan Central bridge.

Q. You are familiar with railroad bridge construction?

A. Yes, sir.

Q. Suppose that a bridge is constructed over a stream of water and the bottom of the stream is below the wood construction under the abutment of the bridge, what affect will that have upon the bridge?

A. It will necessitate the reconstruction of the foundations.

Q. Will you explain why that is?

A. One reason is that the danger of washing out, and the second is the rotting of the timber on account of being exposed to
4575 the air.

Q. Do you know the location of the Lake Shore & Michigan Southern Railroad with reference to this proposed, where this proposed ditch will cross it if the ditch is constructed?

A. I do.

Q. Do you know the width of the span that will be required there?

A. I do.

Q. Have you familiarized yourself with the whole situation so that you could make a fairly correct estimate of the cost of the construction of the bridge on the Lake Shore & Michigan Southern right-of-way—the Lake Shore Railway Company's tracks at the point where the proposed ditch crosses it?

A. I have not.

Q. How many tracks are there there?

A. Two tracks, two main tracks.

Q. What is called a double track system?

A. Yes, sir.

Q. Do you know what it would cost to construct such a bridge as would be reasonably necessary to safely carry trains of the Lake Shore Railway over this proposed canal, if it is constructed?

A. Yes, sir.

Q. You may state, Mr. Montzheimer, what it will reasonably cost to construct such a bridge at that point?

Mr. Pattee: I object on behalf of the petitioners to the introduction of the evidence offered for the reason and upon the ground that the cost of construction of the bridge mentioned is not a proper element of damages and the evidence therefore is inadmissible.

4576 *Offer to Prove Made by L. S. & M. S. Ry. Co., and Exceptions.*

The Court: Make your offer.

Mr. Peterson: The Remonstrant, Lake Shore & Michigan Southern Railway Company offers to prove, and states to the Court that the witness will testify, in answer to the last question propounded, if permitted so to do, that it will cost $130,000 to build such a bridge as is reasonably necessary to cross this canal, proposed canal, if the canal is constructed as proposed.

The Court: Objection sustained, and exception.

Mr. Peterson: To which ruling of the court the remonstrant Lake Shore & Michigan Southern Railway Company, separately and severally excepts.

Q. You know the location of the Chicago & Indiana Southern Railway Company where it crosses this proposed, where it will cross this proposed ditch, if the ditch is constructed?

A. I do.

Q. You are familiar with the depth and width of the proposed ditch at that point?

A. From the profile, yes, sir.

Q. And from the specifications?

A. Yes, sir.

Q. Have you familiarized yourself with that location, there?

A. Yes, sir.

Q. Do you know what it will cost to construct such a bridge across the proposed line of ditch, if the ditch is built as proposed at the point where it crosses the Chicago & Indiana Southern Railway Company's right-of-way, in such a manner that the trains of the Chicago & Indiana Southern Railway Company may

4577 run with reasonable safety over that point?

A. Yes, sir.

Q. What will it cost to construct such a bridge?

Mr. Pattee: The petitioners object to the introduction of evidence for the reason and upon the ground that it is not a proper element of damages, and the cost of the bridge is immaterial.

Mr. Peterson: The remonstrant, Chicago & Indiana Southern Railway Company offers to prove, and to show by the witness, in response to the question last asked, that it will cost $60,000 to construct a bridge such as will be reasonably safe to carry trains of the Chicago & Indiana Southern Railway Company across this proposed ditch, if it is built with reasonable safety.

The Court: Objection sustained.

Mr. Peterson: To which ruling of the court, the Remonstrant, Chicago & Indiana Southern Railway Company, separately and severally except.

Mr. Peterson: That is all.

(No cross examination).

4578 *Direct Evidence of Robert M. Fox.*

ROBERT M. FOX was called as a witness on behalf of the Remonstrants, having been first duly sworn, was examined in chief by Mr. Peterson, and testified as follows:

Q. What is your name?
A. Robert M. Fox.
Q. Where do you live?
A. Detroit.
Q. What is your business?
A. I am Chief Draughtsman of the Bridge Department of the Michigan Central Railroad Company.
Q. You know the location of the proposed drain that crosses the Michigan Central Right-of-way?
A. I do.
Q. Have you been upon the ground?.
A. Yes, sir.
Q. And made a thorough examination of the conditions there?
A. Yes, sir.
Q. What will be necessary, if anything—what will be necessary to do if anything, if the Michigan Central bridge at the point where this drain crosses the right-of-way, in the way of re-construction, repairs, providing the ditch is built, according to the profile and specifications, in order to make the bridge safe?
A. If all that is done is to make the bridge safe, it will be necessary to lower the foundations of the piers,—of the two center piers, until we are safely below the grade of the drain.
Q. Why will that be necessary,—explain it to the Court, if you will?
A. The piers, the center piers at the present time are supported on pile foundations. The line of the ditch—the level of the
4579 ditch as proposed goes considerably below the bottom of the masonry so that in case the ditch is built as proposed she would expose the piles which are in the foundations.
Q. What would be the result?
A. Scouring out underneath and around the piles, and the rotting of the piles, the same thing that Mr. Montzheimer said.
Q. Do you know what it would cost to re-construct or repair the bridge, if the ditch was built as proposed, in such a manner as to make it reasonably safe for the operation of trains of the railroad over its right-of-way at the point where the canal crosses it,—the proposed ditch. The first question is, do you know?
A. Yes, sir.
Q. What would it cost?

Offer to Prove Made By M. Cen. R. R. Co. and Exceptions.

Mr. Pattee: The petitioners object to the introduction of the evidence as to the cost of the bridge upon the ground and for the

reason that the cost of the bridge is not a proper element of damages, that is the cost of rebuilding the bridge or repairing or making it safe.

Mr. Peterson: The Michigan Central Railway Company offers to prove, in response to the question, if the witness be permitted to answer, and to show that it will cost $30,000 to so construct the bridge as to make it safe for the operation of trains over the proposed ditch.

The Court: Objection sustained.

4580 Mr. Peterson: To which ruling of the court the Michigan Central Railroad Company separately and severally excepts.

Mr. Peterson: That is all.

The Court: That is all.

Mr. Peterson: Just a minute.

Q. Do you know the location of the right-of-way through this low ground?

A. Do not know the location of the right-of-way lines.

Q. Have you noticed the condition of it?

A. Yes, sir.

Q. Have you been over it frequently?

A. Yes.

Q. How is it constructed with regard to being riprapped, or otherwise?

A. The slopes, as I remember all through the marsh have been riprapped.

Q. How is the right-of-way with regard to being—how is the height of the right-of-way with regard to being at grade with the solid ground on either side of the marsh?

A. I don't know as I understand your question with regard to the solid ground on either side of the marsh.

Q. Yes, where you consider it reasonable safe substantial ground, reasonably solid ground?

A. I could not say about that, the banks are so far from the right-of-way, I don't know.

Q. What effect, if any, will the construction of this ditch have upon the right-of-way of the railroad through that marsh?

A. On the right-of-way?

Q. Yes, that is whether or not it will do any good or any harm?

A. If more water is brought down there than is now

4581–4597 there, there will be probably a little danger of more scouring.

Q. You may state whether it will be—whether the construction of the ditch will protect it in any way? If you know?

A. I don't know of any improvement.

Mr. Peterson: That is all.

Mr. Pattee: No cross-examination.

Mr. Peterson: That is all, Mr. Fox. I think that is all we have, your Honor.

And this was and is all the evidence given in the cause.

4598 In the Supreme Court of Indiana.

No. 21942.

LAKE SHORE & MICHIGAN SOUTHERN RAILWAY COMPANY, CHICAGO, INDIANA & SOUTHERN RAILROAD COMPANY, and MICHIGAN CENTRAL RAILROAD COMPANY, Appellants,

vs.

SUSAN CLOUGH, THE TOLLESTON CLUB OF CHICAGO, et al., Appellees.

Appeal from Porter Circuit Court.

Application for Writ of Certiorari.

The Appellee Susan Clough respectfully shows to the court that the transcript of the record in this case is incorrect and incomplete in the following particulars:

1. In the body of the transcript of the petition for drainage on the sixth page, it being that part of the transcript of the petition following immediately after the signatures by the respective petitioners, there is copied a paper purporting to be an undertaking or bond which contains over one-half of a page of typewritten matter and is signed at the end "A. M. Turner, Secretary"; said paper designated as "undertaking" is not a part of the petition and should not be included in the transcript as a part of the petition. The petition on file contains no such matter.

2. There is omitted from that part of the transcript of the petition, containing the list of names of signers to the petition the name "Gary Investment Company". Said name should be supplied in conformity to the petition which contains said name as the name of one of the petitioners who signed said petition.

4599 3. A name purporting to be the name of one of the petitioners who signed the petition to-wit: "Gary Loan Trust Company" is contained in the transcript but not contained in the petition and should therefore be omitted from the transcript thereof.

Wherefore appellee prays a certiorari to the clerk of the Porter Circuit Court commanding him to make and certify to this court a correct copy of the petition.

SUSAN CLOUGH,
By FRANK B. PATTEE,
Attorney for Appellee.

STATE OF INDIANA,
County of Lake, ss:

Frank B. Pattee being sworn deposes and says that he has examined the petition on file in the office of the clerk of the Porter Circuit Court, of Porter County, Indiana, and is and has been familiar with said petition ever since the same was first filed in said office, and that the facts stated in the foregoing application

are true and correct. That he makes this affidavit as attorney for Susan Clough and is authorized so to do.

FRANK B. PATTEE.

Subscribed and sworn to before me the clerk of the Lake Circuit Court of Lake County, Indiana, this 21 day of November, 1911.

[L. S. ERNEST L. SHORTRIDGE,
Clerk of the Lake Circuit Court.

4600 In the Supreme Court of Indiana.

No. 21942.

LAKE SHORE & MICHIGAN SOUTHERN RAILWAY COMPANY, Chicago, Indiana & Southern Railroad Company, and Michigan Central Railroad Company, Appellants,
vs.
SUSAN CLOUGH, THE TOLLESTON CLUB OF CHICAGO, et al., Appellees.

Appeal from Porter Circuit Court.

Notice of Application for Writ of Certiorari.

The above named appellants and each of them and John B. Peterson as one of the attorneys of record for them are each and all hereby notified that the appellee, Susan Clough will petition the Supreme Court of the State of Indiana for a writ of certiorari to the clerk of the Porter Circuit Court to have said clerk of said Circuit Court to prepare and certify to the Supreme Court of Indiana a full, true, complete and correct copy of the petition constituting a part of the record in the above entitled cause as the same appears on record in the office of the clerk of the Circuit Court of Porter County, Indiana.

Said appellee has fixed, by endorsement on her application, the 5th day of December, 1911, as the day when she will ask the court to grant said application and order said writ issued.

Dated at Crown Point, Indiana, this 21st day of November, 1911.

SUSAN CLOUGH, *Appellee,*
By RANDALL W. BURNS AND
FRANK B. PATTEE,
Her Attorneys.

4601 STATE OF INDIANA,
County of Lake, ss:

Frank B. Pattee being sworn deposes and says he is the attorney for the appellee Susan Clough in the above entitled cause that he delivered a true copy of the foregoing notice and a true copy of the application for the writ of Certiorari therein mentioned to the

honorable John B. Peterson attorney for Appellants and informed him of the contents ther[illegible] November 21st, 1911.
And further affiant saye[illegible] not.

FRANK B. PATTEE.

Subscribed and sworn to before me the undersigned this 27th day of November, 1911.

[L. S.] ERNEST L. SHORTRIDGE,
Clerk of the Lake Circuit Court.

(Endorsed on back as follows:) 21942. Supreme Court of Indiana. Lake Shore & M. S. Ry. Co. vs. Susan Clough, et al. Notice of Application for Writ of Certiorari and Proof of Service. Date for Hearing, Dec. 5, 1911. Randall W. Burns, Frank B. Pattee, Att'ys for Appellees. Filed Nov. 28, 1911. J. Fred France, Clerk.

4602 THE STATE OF INDIANA:

In the Supreme Court, November Term, 1911.

LAKE SHORE AND MICHIGAN SOUTHERN RAILWAY COMPANY et al.
vs.
SUSAN CLOUGH et al.

Appeal from the Porter Circuit Court.

In the above entitled cause, it was alleged, on behalf of the Appellees, that the Transcript of the record and proceedings of the Court below on file and before the Court, is diminished and defectively certified in the following material particulars, to-wit; as set forth in the verified application for a writ of certiorari attached hereto and made a part hereof:

Whereupon the Court ordered that a Certiorari be awarded, directed to the Clerk of said Porter Circuit Court, commanding him forthwith to make out and certify to the Supreme Court aforesaid, a full and complete transcript of the records and proceedings in said cause in the Porter Circuit Court, and more particularly of the matters and things so alleged as defective, and have the same with this writ before the Judges of said Supreme Court without delay, at the Supreme Court Rooms, in Indianapolis.

Taken from the Records of said Court.

Witness, J. Fred France, Clerk of the Supreme Court, and the seal thereof, the 15th day of December, 1911.

[SEAL.] J. FRED FRANCE,
Clerk Supreme Court.

[Endorsed:] No. 21,942. Certiorari. Supreme Court of Indiana. Lake Shore and Michigan Southern Railway Company vs. Susan Clough, et al. To the Clerk of the Porter Circuit Court. Returnable forthwith. Filed Dec. 22, 1911. J. Fred France, Clerk.

4603 STATE OF INDIANA,
County of Porter, ss:

In the Porter Circuit Court.

No. 764.

In the Matter of THE CALUMET DITCH.

Minutes of Filing of Petition.

I, C. S. Pierce, as Clerk of the Porter Circuit Court in obedience to the writ of certiorari this day received by me and filed in the office of the clerk of the Porter Circuit Court of Porter County, Indiana, do hereby certify to the Supreme Court the petition in the above entitled cause in obedience to the said writ of certiorari from the Supreme Court of Indiana in cause number, 21942, Lake Shore & Michigan Southern Railway Company, et al. vs. Susan Clough et al.

Certiorari Transcript.

Be it remembered, that heretofore, to wit: on the 4th day of August, 1908, Susan Clough, the Tolleston Club of Chicago, Chas. G. Wicker, Gostlin Meyn & Co., T. E. Knotts, Louis A. Bryan, Evva C. Bryan, Calumet Land Company, Gary Investment Co., So. Broadway Land Co. and John Powers, by their attorneys, Randall W. Burns and Frank B. Pattee, filed in the office of the Clerk of the Porter Circuit Court, their petition for drainage in this behalf, in the words and figures following, to-wit:

4604 STATE OF INDIANA,
Porter County:

Porter Circuit Court, October Term, 1908.

In the Matter of THE CALUMET DITCH.

Petition.

To the Honorable Porter Circuit Court:

We, the undersigned, owners of separate and distinct tracts of land lying outside the corporate limits of cities and towns, and other tracts of land situated within towns, finding it necessary to successfully drain and protect from overflowing our said lands, and finding that the drainage and protection thereof cannot be accomplished without effecting the lands of others, and also the rights of ways of railroads and public highways, and public streets of towns, by ourselves and attorneys, respectfully petition for such drainage and protection.

We are of the opinion that by such drainage and protection the public health will be improved; that numerous public high-

ways situated in Porter and Lake Counties will be benefitted; that streets in towns and railroads will be benefited; that the proposed drainage will be a public utility; that it will be practicable; that the damages and expenses of such drainage will be less than the benefits which will result to the owners of the lands to be benefited thereby; that such drainage and protection can be best accomplished in the cheapest and best manner by the construction of an open machine made ditch constructed with dredge or ditching machine such as can be used to best advantage and least cost in constructing said ditch.

The greatest length of said proposed ditch is situated in
4605 Porter County, Indiana. Said proposed ditch is situated in Porter and Lake Counties, in the State of Indiana, and described as follows:

Route of Drain.

Commencing at a point where the channel of Deep River intersects the North and South center line of the North-west Quarter (N.W.¼) of Section 16, Township 36 North, Range 7, Lake County, Indiana; thence Northerly along the said center line of the Northwest Quarter (N.W.¼) of Section 16 to the South boundary line of Section 9, Township 36 North Range 7, Lake County, Indiana; thence Northerly along the North and South center line of the East half (E.½) of said Section 9 to the Little Calumet River; thence Easterly following the center of the Little Calumet River, through Section 9 to the east line of Lake County, Indiana; thence continuing Northerly and Easterly following the center of the Little Calumet River where such River passes into, or through, or across all or parts of Sections 10, 3, 2, 35 and 1 in Township 37 North, Range 7, Porter County, Indiana, and thence Northerly and Easterly through Section 36, Township 37, Range 7 West, to a point where the North and South center line of the West half (W.½) of the East half (E.½) of Section 36, Township 37 North, Range 7, Porter County, Indiana, intersects the Little Calumet River; thence Northerly following said center line through the West half (W.½) of the East half (E.½) of said Section 36 to the South boundary line of Section 25, Township 37 North, Range 7, Porter County, Indiana; thence Northerly through the center line of the West half (W.½) of the
4606 East half (E.½) of said Section 25 to Lake Michigan.

Also such lateral drains, if any, as the Drainage Commissioners may deem practicable, and the removal of such obstructions, if any, in the upper course of the Little Calumet River to facilitate the drainage as the Commissioners may deem practicable.

SUSAN CLOUGH,
By R. W. BURNS,
Her Agent and Att'y in Fact.
THE TOLLESTON CLUB OF CHICAGO,
By FREDERIC ULLMANN, *President.*

[Seal the Tolleston Club of Chicago, Incorporated March 27, 1873.]

JOHN B. DRAKE, *Secretary.*

Names of Petitioners. Signatures to Petition.

CHAS. G. WICKER.
GOSTLIN, MEYN & CO.
T. E. KNOTTS.
LOUIS A. BRYAN.
EVVA C. BRYAN.
CALUMET LAND COMPANY,
By LOUIS A. BRYAN, *President.*
J. E. SEARS, *Secretary.*
GARY INVESTMENT CO.,
By W. H. FITZGERALD.
SO. BROADWAY LANE CO.,
By T. W. ENGLEHART, *Prest.*
JOHN POWERS.

4607 The public highway, streets, alleys and other public places, rights of way of railroads and other easements, and the lands to be affected including the lands of petitioners, all of which will be benefited, and all situated in Porter and Lake Counties, in the State of Indiana, and are hereinafter properly described and set opposite the respective names of the owners thereof, said lands and other rights and interests, together with the names of the owners thereof are as follows:

4608 A portion of the Chicago-Tolleston Land and Investment Company's Oak Park Addition to Tolleston, as marked and laid down upon the recorded plat thereof in the Recorder's Office of Lake County, Indiana, in Plat Book No. 2, Page 35, located in Section 15, Township 36 North, Range 8, West, in Lake County, Indiana, will be benefited and the names of the low owners and lots in said Oak Park Addition so benefited, are respectively as follows:

Owners.	Lots.	Block.
Lela Ulrich	1, 26, 28	11
Steel City Realty Co. and Harold E. Hammond and A. F. Knotts	2, 34	11
Calumet Land Co.	3, 12, 13, 14, 15, 16, 25, 29, 35, 36, 37, 40, 41, 42	11
Christian H. P. Hanson and Esther E. Porter	4 to 8 inc.	11
Henrietta J. Randall	9, 10, 11	11
Henrietta J. Randall and Evva C. Bryan.	17	11
Louis A. and Evva C. Bryan and Calumet Land Co.	18, 19, 20	11
Herman G. Redwauz	21, 22	11
Emil Moeschke, Esther E. Porter and A. F. Knotts	23	11
Frank Klink, Esther E. Porter and A. F. Knotts	24	11
Lela Ulrich and Evva C. Bryan	27, 32	11
Evva C. Bryan	30, 31	11

4609 Owners.	Lots.	Block.
Harold E. Hammond, Steel City Realty Co., A. G. Knotts and Evva C. Bryan	33, 38, 39	11
Walter S. Ross, A. F. Knotts and Evva C. Bryan	48	11
Emilie Hieronymus	1, 2	12
Evva C. Bryan	3 to 7, 14 to 18, 21 to 44, 47, 48	12
Mina J. Campbell and Evva C. Bryan	8	12
Clear Title Land Co. and Evva C. Bryan	9 to 12	12
Elijah Anderson and Evva C. Bryan	13	12
Louisa Pettelkow and Evva C. Bryan	19, 20	12
Charles R. Jacobs & Evva C. Bryan	45, 46	12
Harry E. Ackerbugh	1 to 4 inc.	13
Richard J. Maloney	5	13
Henrietta J. Randall & Evva C. Bryan	6	13
Henrietta J. Randall	7, 10, 16, 42	13
John & Helena Mruczkowski	8, 9, 17, 18	13
Calumet Land Co.	11, 29, 30, 45 to 48 inc.	13
Jacob Cohen & A. F. Knotts	12	13
Charles Detrich	13, 14, 15	13
Herman & George Fry & Esther E. Porter	19	13
Frank N. Gavit	20	13
Zara C. Peck	21 to 24 inc.	13
Frank N. Gavit	25 to 28 inc.	13
Harold E. Hammond, Steel City Realty Co. and A. F. Knotts	31, 32, 35, 36	13
Lena Flansberg	33, 34	13
4610		
Isabel C. Gray & Evva C. Bryan	37, 38, 39	13
Augie Kirtland	40, 41	13
Harold Lee & Evva C. Bryan	43	13
Harold Lee	44	13
Timothy O'Shea & Esther E. Porter	1 to 4, inc. & 10 to 13 inc.	14
Henrietta J. Randall & Evva C. Bryan	5, 6, 45	14
Fannie A. Dolby	7, 8, 9	14
Henrietta J. Randall	14, 15, 16	14

Calumet Land Co.	17, 18, 19, 20, 21, 23 to 30 inc.	14
Chester Farmer	22	14
Mike Keserick	31	14
Morris G. Reiner & Evva C. Bryan	32	14
Rosie Cohen	33	14
Mayme A. Whalen & Evva C. Bryan	34 to 37 inc.	14
Mayme A. Whalen	38	14
Harold E. Hammond, Steel City Realty Co., A. F. Knotts & Evva C. Bryan	39 to 42 inc. & 44	14
Harold E. Hammond & Steel City Realty Co. & A. F. Knotts	43	14
Andy H. McHuron	46, 47, 48	14
Lucien B. McHuron	1, 2, 3	15
Martha W. Simpson	4, 5	15
Mary A. H. Simpson	6, 7	15
Angie Kirtland	8	15
Henry P. Bulkley	9 to 13 inc.	15
Isabel C. Gray & Evva C. Bryan	14	15
Charles Detrich	15 to 22 inc.	15
Frederick G. Wessling	23 to 27 inc.	15

4611

Evva C. Bryan	28, 30, 32, 33, 34, 36 to 39 inc. 41 to 44 inc.	15
Calumet Land Co.	29, 31, 35, 40, 46, 47, 48	15
Harry S. & Geo. C. Vernon	45	15
Ernest Hecker	1, 2, 6	16
Benjamin Raefel & A. F. Knotts	3	16
Calumet Land Co.	4, 27, 32	16
K. & L. Pestine, Esther E. Porter & A. F. Knotts	5	16
William Hackett	7, 8	16
Annie Johnston, Esther E. Porter & A. F. Knotts	9	16
Calumet Land Co. & A. F. Knotts	10, 21, 22	16
Evva C. Bryan & A. F. Knotts, Evva C. Bryan	11	16
Anna Gordon & Evva C. Bryan	12	16
Simon Klaper & Esther E. Porter	13	16
Julius Buechner & A. F. Knotts	14	16
C. V. Patterson & A. F. Knotts	15	16
Isabel C. Gray	16, 17	16
Clear Title Land Co.	18, 27, 30	16
Sam Sigel	19, 20	16
A. Segalowsky, Esther E. Porter & A. F. Knotts	23, 24	16

Frances A. Beck	25	16
John Csontos	28	16
Steve Leugyel	29	16
Andy Prochnal	31	16
4612		
Alice Regan	33, 34	16
Mary Regan	35 to 38 inc.	16
Evva C. Bryan	39, 41	16
Calumet Land Co.	40, 42, to 46 inc.	16
Abraham Cohen	47, 48	16
John O. Bowers	1	17
Hohn O. Bowers & A. F. Knotts	2, 3, 4	17
Isabe C. Gray	5, 6, 8	17
L. E. Cornmeyer	7	17
Philip Scharf	9	17
Evva C. Bryan	10, 11, 14, 15, 17	17
Calumet Land Co.	12, 13, 16, 26 to 33 inc. 36, 37, 41 to 46 inc.	17
Elias Sallman	18, 19	17
Clear Title Land Co.	20, 21	17
Charles H. Perrine	22, 23	17
Frederick Kronke & Esther E. Porter & A. F. Knotts	24	17
John Keseric & A. F. Knotts	25	17
Frank N. Gavit	34	17
Frank N. Gavit	35	17
Louis Ern	38, 39, 40	17
Frank N. Gavit	47, 48	17
Sallman Dworman	1, 2	18
Frank Boguslowsky, Esther E. Porter & T. E. Knotts	3	18
Peter B. Breen, Esther E. Porter & Thos. E. Knotts	4, 5	18
4613		
Joseph A. Traxl, Esther E. Porter & Thos. E. Knotts	6	18
Calumet Land Co.	7 to 10 inc. 13 to 17 inc. 20, 21, 22, 23, to 40 inc. 48	18
Jake Jacobson & Thos. E. Knotts	12, 12	18
Sophronia I. Carnes & Thos. E. Knotts	18	18
Anna E. Carnes & Thos. E. Knotts	19	18
Patrick G. O'Hara	23, 24	18
Louis A. & Evva C. Bryan & Eunice A. Youche	25, 26	18
Andrew Joseph O'Connell	27 to 32 inc.	18
Margaret Barrett	41, 42	18

John J. Hennessey	43, 44, 45	18
Charles Hannifan	47, 48	18
Jacob Wolf & Esther E. Porter	1 to 4 inc.	19
Calumet Land Co.	5, 23, 27, 28	19
Henrietta J. Randall & Thos E. Knotts	6 to 14 inc.	19
Morris G. Reiner	15	19
Benjamin Jacobson	16, 17	19
Max Gross & Esther E. Porter	18, 19	19
Frank N. Gavit	20	19
Louis A. & Evva C. Bryan	21	19
Maria Louisa Fliermans & Thos. E. Knotts	22	19
Clear Title Land Co.	24, 31 to 34 inc. 37, 38	19
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	25, 39 to 44 inc.	19
C. W. Kjellian & Esther E. Porter & A. F. Knotts	26	19

4614

A. F. Knotts	26	19
Louis Rosenfeldt & Esther E. Porter & A. F. Knotts	29, 30	19
Gustave Ruffer	35, 36	19
Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts & Evva C. Bryan	45, 46	19
Joseph Nickel, Esther E. Porter & Thos. E. Knotts	47, 48	19
John O. Bowers, Calumet Land Co. & Thos. E. Knotts	1	20
Clear Title Land Co.	2, 25, 25	20
Henrietta J. Randall, Thos. E. Knotts & Evva C. Bryan	3	20
Calumet Land Co.	4, 5, 9, 10, 11, 14, 17, 18, 31, 33, 42, 45 to 48 inc.	20
Henrietta J. Randall & Thos. E. Knotts	6, 7, 8, 12, 13, 19	20
John R. & Mollie Ghaston	32	20
S. Myra Land	15, 16	20
Frank N. Gavit	20, 30, 34, 35	20
Charles E. Rickson, Esther E. Porter & Thos. E. Knotts	21, 22	20
Clear Title Land Co. & Evva C. Bryan	23, 24, 28	20
John O. Bowers, Calumet Land Co. & Evva C. Bryan	26	20
Trugget C. Wendell	27	20
Harold E. Hammond, Steel City		

Realty Co. & Thos. E. Knotts..	36 to 41 inc. & 44	20
Morris Frank Childs.....	43	20
Calumet Land Co. & Barney Cohen	1, 2	21
Henrietta J. Randall & Thos. E. Knotts	3, 6, 11, 17 22	21
4615		
E. W. Heiss & Co.....	4, 5	21
David Martin	7, 8	21
Wm. Berry, Wm. H. M. McClaren & Thos. E. Knotts.....	9, 10	21
Wm. F. & Mary Zorn & Eunice A. Youche	12, 13	21
Henrietta J. Randall.....	14	21
Annie Peterson & A. F. Knotts..	15	21
Charles Peterson & Eunice A. Youche	16	21
Adolph Kueckberg	18 to 21 inc.	21
Elizabeth Roberts	23, 24	21
Frank Vogt	25, 26	21
Frank N. Gavit.....	27 to 31 inc. 34	21
Calumet Land Co.....	32, 33	21
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts..	35 to 39 inc. 45	21
Harold E. Hammond, Steel City Realty Co., & Thos. E. Knotts & Evva V. Bryan.....	46	21
Fred W. Spelz, Calumet Land Co., & Eunice A. Youche.....	40 to 44 inc.	21
Clear Title Land Co. & Evva C. Bryan	47, 48	21
Calumet Land Co.....	1, 5, 16, 17, 18, 28, 29, 30	22
Chicago Tolleston Land & Investment Co.	2	22
Mary Snyder	3, 4	22
Anda H. & Lucien M. McHuron..	6	22
Louis Dern	7, 8	22
August Klebba	9	22
Henrietta J. Randall & Thos. E. Knotts	10, 20, 31, 32, 33	22
4616		
Leo Ungar	11, 12	22
Clear Title Land Co.....	13, 14	22
Ed H. Jones.....	15	22
Henrietta J. Randall.....	19	22
Calumet Land Co. & Thos. E. Knotts	21 to 24 inc.	22
William H. Briscoe & Thomas E. Knotts	25, 26	22

William H. Briscoe	27	22
Lela Ulrich & Thomas E. Knotts.	34 to 38 inc.	22
Frank N. Gavit	39	22
Harold E. Hammond, Steel City Realty Co., & Thomas E. Knotts	40, 43 to 48 inc.	22
Frank N. Gavit	41	22
Frank N. Gavit	42	22
F. J. Renollet	1, 2	23
Emma Smith	3, 4	23
Henrietta J. Randall & Thomas E. Knotts	5 to 9 inc. 14	23
Chicago-Tolleston Land & Investment Co. & Eunice A. Youche.	10, 11	23
Calumet Land Co.	19 to 29 inc. 34	23
Eugene H. Hill	12	23
Henrietta J. Randall	13	23
Ishmael Miller	15	23
Frank N. Gavit	13	23
Frank N. Gavit	16, 17, 18, 30, 32, 33	23
Calumet Land Co. & Eunice A. Youche	35, 36, 37	23
Harold E. Hammond, Steel City Realty Co. & Thomas E. Knotts	38 to 44 inc.	23
4617		
George B. & Elizabeth Barber	45, 46	23
Calumet Land Co. & Frank Kelchouser	47, 48	23
Henrietta J. Randall, Thomas E. Knotts & Evva C. Bryan	1, 2, 6, 11, 12	24
Albertine Ruehle	3, 4, 5, 10	24
Alfaretta Young	7	24
George P. Young	8	24
Christoph Stanch	9	24
Calumet Land Co.	13, 28	24
Calumet Land Co. & Evva C. Bryan	14	24
Ludwig Glatter	24 to 27, inc.	24
Lela Ulrich & Thomas E. Knotts.	29	24
William Modena	30	24
Lela Ulrich, Thomas E. Knotts & Evva C. Bryan	31, 32, 33	24
Harold E. Hammond, Steel City Realty Co. & Thomas E. Knotts	34	24
Harold E. Hammond, Steel City Realty Co. & Evva C. Bryan & Thomas E. Knotts	35	24
Abraham Cohen & Esther E. Porter	A	24

Lela Ulrich, Thomas E. Knotts & Evva C. Bryan	1	24A
Henrietta J. Randall, Thomas E. Knotts & Evva C. Bryan	2	24A
Henrietta J. Randall & Thomas E. Knotts	3 to 6 inc. 25	25A
Lela Ulrich & Thomas E. Knotts.	7, 8, 28, 29, 30	24A
Walter L. Ross & Thomas E. Knotts	9, 24	24A
Harriett B. Hubbard	26	24A
4618		
Elizabeth E. Hubbard	26	24A
Harold E. Hammond, Steel City Realty Co., & Thomas E. Knotts	31 to 35 inc.	24A
Walter S. Ross, Thomas E. Knotts & Evva C. Bryan	48	24A
Mary E. Hayes	1, 2	25
Henrietta J. Randall & Thomas E. Knotts	3 to 7 inc. 9, 11 to 14 inc. 20, 21	25
Calumet Land Co.	8, 10, 16, 17	25
L. Higgins	15	25
Adolph Kern & A. F. Knotts	18, 19	25
Lela Ulrich & Thomas E. Knotts.	22	25
Frank N. Gavit	23. 25, 26, 28, 33, 34	25
Frank N. Gavit	27, 29 to 32, inc.	25
Harold E. Hammond, Steel City Realty Co. & Thomas E. Knotts, Evva C. Bryan	24, 35, 36, 38, 39, 42, 43, 45 to 48 inc.	25
Harold E. Hammond, Steel City Realty Co. & Thomas E. Knotts	37, 44	25
Calumet Land Co. & Everard A. Kellog	40, 41	25
John G. Bengal	1, 2, 3	26
Charles H. Perrine	4	26
Henrietta J. Randall, Thomas E. Knotts	5 to 8 inc. 10, 12, 34	26
Henrietta J. Randall & Evva C. Bryan & Thomas E. Knotts	9, 11, 13, 14	26
Lela Ulrich, Thomas E. Knotts & Evva C. Bryan	15	26
Lela Ulrich & Thomas E. Knotts.	16 to 20 inc. 24, 25	26
Calumet Land Co.	21, 22, 23	26
4619		
Harold E. Hammond, Steel City Realty Co., & Thomas E. Knotts	26 to 29 inc.	26
Harold E. Hammond, Steel City Realty Co. & Thomas E. Knotts & Evva C. Bryan	30, 31, 32	26

Walter S. Ross, Thomas E. Knotts & Evva C. Bryan	33	26
Evva C. Bryan	1 to 38 inc. 41 to 48 inc.	27
Helena Gartner & Evva C. Bryan.	38, 40	27
Evva C. Bryan	1 to 44 inc.	28
Elizabeth A. Hamilton	45	28
Fanny A. Dickinson	46	28
Edward A. Welch & Evva C. Bryan	47, 48	28
Calumet Land Co. & Evva C. Bryan	1 to 18 to 24 inc.	28
Herman & Geo. Fry & Esther E. Porter	2	29
Henrietta J. Randall, Thomas E. Knotts & Evva C. Bryan	3, 4, 9, 17	29
Calumet Land Co.	5, 6, 7, 8, 34 to 42 inc.	29
Clear Title Land Co.	10, 11, 12	29
Harold E. Hammond, Steel City Realty Co. & Thomas E. Knotts	13	29
Harold E. Hammond, Steel City Realty Co. & Thomas E. Knotts & Evva C. Bryan	14, 15, 16	29
Elizabeth McGrath	25, 26	29
Carrie S. Moslier	27 to 32 inc.	29
Otto J. Bruce	33	29
Frank Boremann	43, 44	29
Katie McLeod & Thomas E. Knotts	46	29
John W. Moore & Thomas E. Knotts	47, 48	29
4620		
Mary Collins	1, 2	30
Emil Rau	3	30
Calumet Land Co.	4, 11, 16, 18, 19	30
Ida J. Hurt & A. F. Knotts.	5, 6, 22, 23	30
Calumet Land Co. & Evva C. Bryan	7 to 10 inc. 12 to 15 inc. 17, 20, 21	30
Calumet Land Co.	1, 2, 4, 9, 14	31
Calumet Land Co. & Evva C. Bryan	3, 5, to 8 inc. 10 to 13, inc. 15, 16	31
Calumet Land Co. & Evva C. Bryan	1, 2, 4 to 10 inc.	32
Calumet Land Co.	3	32
Calumet Land Co. & Evva C. Bryan	1, 2	33
Calumet Land Co.	3	33

Calumet Land Co.	A. B. C. D.	34
Calumet Land Co.	A. B.	35
Calumet Land Co.	A	A
Harold E. Hammond, Steel City Realty Co. & A. F. Knotts.	B	B
Harold E. Hammond, Steel City Realty Co. & A. F. Knotts.	B	C
Harold E. Hammond, Steel City Realty Co. & A. F. Knotts.	C & D	D
Lela Ulrich	A	C
Lela Ulrich	F	D
Henrietta J. Randall	A. B. E.	D

4621 A Portion of the Chicago-Tolleston Land and Invest Company's Second Oak Park Addition to Tolleston, as marked and laid down upon the recorded plat thereof in the Recorder's office of Lake County, Indiana, in Plat Book No. 2, Page 36, located in Section 16, Township 36. North, Range 8 West, in Lake County, Indiana, will be benefited, and the names of the lot owners and the lots in said Chicago-Tolleston Land and Investment Company's Second Oak Park Addition so benefited, are respectively as follows:

Owners.	Lots.	Block.
Joseph Pavelin	1, 2	42
John Pauliukas	3, 4, 6	42
John Pauliukas and Evva C. Bryan	5	42
John Pauliukas and Evva C. Bryan	7, 42, 43	42
Elsie Jane Reed	8, 9	42
Henrietta J. Randall and Evva C. Bryan	10	42
Mayme A. Whalen and Evva C. Bryan	11, 12, 14, 15, 16	42
Mayne A. Whalen	13	42
Clear Title Land Co. and Evva C. Bryan	17	42
James E. Bose	18	42
James E. Bose and Evva C. Bryan	19	42
Gustavus S. Widnolm and Evva C. Bryan	20	42
Charles A. Bose and Evva C. Bryan	21	42
Myron D. Le Roy and Evva C. Bryan	22	42
William A. Endley	23	42
Charles and Pauline Rau and Calumet Land Co.	24	42

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Harold E. Hammond, Steel City Realty Co. and Thos. E. Knotts	25, 26, 28, 33	42
Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts and Evva C. Bryan	26, 29 to 32, 34, 37	42
Phillop F. Hazard	38	42
Calumet Land Co.	39, 40	42
Anton Kuliezius and Evva C. Bryan	41	42
Waslav Andruls and Evva C. Bryan	44, 46	42
Waslav Andruls	45	42
Evva C. Bryan and Calumet Land Co.	47, 48	42
Calumet Land Co.	1, 2, 3, 4	43
Harold E. Hammond and Steel City Realty Co. and Thos. E. Knotts	6, 25, 27, 28, 29	43
Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts and Evva C. Bryan	5, 7, 10, 11, 26, 30 31, 32	43
Susan Muller	8, 9	43
Clara J. Harrison and Evva C. Bryan	12, 14, 15, 16	43
Clara J. Harrison	13	43
Teresa L. Malone and Evva C. Bryan	17	43
Teresa L. Malone	18	43
Clarence Moore and Evva C. Bryan	19, 20	43
Alfred Harlan & Evva C. Bryan	21, 22	43
Alfred Harlan Moore	23, 24	43
Viola E. Cripe	33	43
Olga P. Widholm and Evva C. Bryan	34, 35	43
Milo B. Slock and Evva C. Bryan.	36	43
Rose McBride and Evva C. Bryan.	37	43
Christopher Dromgoola	38	43

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Lillie B. Johnson & Evva C. Bryan	39	43
Gustavus S. Widholm and Evva C. Bryan	40, 41	43
Louis Mekatinsky & Evva C. Bryan	42, 44	43
Louis Mekatinsky	43, 45, 46	43
Evva C. Bryan & Calumet Land Company	47, 48	43

Calumet Land Company	1, 2, 4, 5, 11, 12, 13, 15, 19, 21, 33	44
R. M. Trentzch	3	44
Henrietta J. Randall and Evva C. Bryan	6	44
E. C. Martin	7	44
Calumet Land Co. and Thomas E. Knotts	8	44
Morris G. Reiner and Evva C. Bryan	9	44
Ada T. Schwartz and Evva C. Bryan	10	44
Lela Ulrich and Evva C. Bryan	14	44
Nellie M. Fraker	16, 17, 23, 24	44
Nellie M. Fraker & Evva C. Bryan	22	44
Michael McGuire, Esther E. Porter & Thomas E. Knotts	18, 20	44
Kate O'Connor	25, 26	44
Frank B. Fraker	27, 28, 29, 32, 36	44
Frank F. Fraker & Evva C. Bryan	30, 31, 37, 35	44
Evva C. Bryan & Calumet Land Co.	34, 47, 48	44
Harold E. Hammond, Steel City Realty Co., and Thomas E. Knotts & Evva C. Bryan	38, 39, 40, 42 to 45 inc.	44
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	41, 46	44
Calumet Land Co.	1, 9 to 15 both inc. 18, 21, 22, 25 & 26, 29, 34, 43, 44	45

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George C. Harrington	2	45
Henry E. Beaubien	3, 4, 6, 7, 8	45
Catherine H. Frederickson	5	45
Calude W. Allman	16	45
Alex. Csutoros	17	45
Bertha Mekatinsky	19	45
Louis Me Katinsky	20	45
Calumet Land Co. & Barney Y. Cohen	23, 24	45
Evva C. Bryan & Calumet Land Co.	27, 28, 30 to 33 inc. 35 to 38 inc. 40 to 42 inc. 45, 46	45
Calumet Land Co.	1, 2, 3, 5, to 9 inc. 15 to 25 inc. 28 41, 47, 48	46
Stamas A. Melas	11 & 12	46
Calumet Land Co. & Thomas E. Knotts	4	

Louisa A. Edgerton & Esther E. Porter	13, 14	46
Evva C. Bryan & Calumet Land Co.	26, 27, 32, 33, 36, 40, 42, 43, 44	46
Katherine Dunn Hastings & Thomas E. Knotts	29	46
Delia Dunn & Thomas E. Knotts.	30, 31	46
Lena Erickson	34, 35	46
Philip C. Enrich	37, 38, 39	46
Laura A. Lewis	45, 46	46
Henry Carroll	1, 2	47
Mary A. Hadley	3	47
Josie A. Nolan	4	47
Calumet Land Co. & Thos. E. Knotts	5, 6	47
4625		
Evva C. Bryan	7	47
Frank F. Fraker	8, 28, 48	47
Frank F. Fraker & Evva C. Bryan	9, 10, 25, 26, 29, 30	47
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	11, 12, 14 to 17 inc. 19 to 22 inc. 24	47
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	13, 18, 23	47
Virginia Ferguson & Evva C. Bryan	27	47
Henrietta J. Randall & Evva C. Bryan	31, 32, 34	47
Henrietta J. Randall	33	47
Clear Title Land Co.	35, 36, 37, 39 to 42 inc. 44, 45, 43	47
Lela Ulrich & Thos. E. Knotts	38, 43	47
Olie M. Goldstead & Evva C. Bryan	46	47
Morris G. Reiner & Evva C. Bryan	47	47
Evva C. Bryan & Calumet Land Co.	1, 2	48
Morris G. Reiner & Evva C. Bryan	3	48
Frank N. Gavit	4, 6, 7, 8, 9, 11, 25	48
Frank N. Gavit	5, 10, 26, 28, 12 to 16 inc.	48
Henrietta J. Randall & Evva C. Bryan	17	48
Henrietta J. Randall	15	48
Frank F. Fraker & Evva A. Bryan	18, 19, 21 to 24 inc.	48
Walter S. Ross & Thomas E. Knotts & Evva C. Bryan	27	48
Frank F. Fraker	20	48

Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts & Evva C. Bryan	29, 30, 38, 33, 36, 37, 38, 43 to 46 inc.	48
4626		
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	31, 48	48
Benjamin C. Cook, Esther E. Porter, A. F. Knotts	34, 35, 39, 40, 41	48
John W. Kamm & Esther E. Porter	42	48
Calumet Land Company	47	48
Mathew McBride & Evva C. Bryan	1	49
John F. Garrison & Evva C. Bryan	2, 3	49
John Downs & Evva C. Bryan	4	49
Lela Ulrich	5, 12	49
Lela Ulrich & Evva C. Bryan	6 to 9 inc. 13 to 16 inc.	49
Mary Dunn Barry & Thos. E. Knotts	10, 11	49
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	17, 22, 29	49
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	18 to 21 inc. 25 to 28 inc. 30, 33, 34	49
Edith L. Hill	23	49
David L. Hill	24	49
Calumet Land Co. & Eunice A. Youche	31, 32	49
Henrietta J. Randall	36, 41	49
Henrietta J. Randall & Evva C. Bryan	35, 37 to 40 inc. 42 to 45 inc.	49
Alfred Batty	46	49
Charles W. Batty & Evva C. Bryan	47, 48	49
Calumet Land Co. & Evva C. Bryan	1, 2, 4 to 7 inc. 9 to 12 inc. 14 to 17 inc. 20 to 23, inc. 25, 26, 34, 35, 37, 38, 44, 45, 47, 48	50
4627		
Calumet Land Co.	3, 8, 13, 18, 24, 36, 39 to 43 inc. 46	50
Evva C. Bryan & Calumet Land Co.	19	50
Calumet Land Co. & E. A. Youche	27, 28	50
Henrietta J. Randall & T. E. Knotts & Evva C. Bryan	29	50

Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	30	50
Harold E. Hammond, Steel City Realty Co., & Thos. E. Knotts..	31	50
Lela Ulrich & Thos. E. Knotts & Evva C. Bryan	32, 33	50
Calumet Land Co.	3, 8, 9, 14, 20, 25, 28 to 31 inc. 34, 39, 44	51
Calumet Land Co. & Evva C. Bryan	1, 2, 4 to 7 inc. 11, 12, 13, 15, 16, 18, 19, 21 to 25 inc. 26, 27, 32, 33, 35 to 38 inc. 40 to 43 inc. 45 to 48 inc.	51
Lena M. J. Fisher	10	51
Thomas Burns, Esther E. Porter Thomas E. Knotts & Evva C. Bryan	17	51
Calumet Land Co.	1, 14, 19, 24, 29, 34, 36, 37, 42, 43, 48	52
Calumet Land Co. & Evva C. Bryan	2, 5, 6, 12, 15 to 18 inc. 20 to 23 inc. 25 to 28 inc. 30 to 33 inc. 35, 38, 39, 40, 44 to 47 inc.	52

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John and August Persiehl & Eunice A. Youche	3, 4	52
Johannes & Maria Fay	7, 8	52
Wilhelm & Elizabeth Fay	9, 10	52
Christian & Elizabeth Fay	11, 12	52
Andrew Olson & Calumet Land Co. & Evva C. Bryan	41	53
Otto Matthias & Evva C. Bryan..	1 & 2	53
Louis H. Fisher, Trustee	3 & 4	53
Calumet Land Co. & Evva C. Bryan	6, 11, 12, 19, 20, 22, 25, 26, 27, 33 to 36 inc. 38 to 41 inc. 43 to 46 inc. 48	53
Calumet Land Co.	5, 9, 10, 21, 23, 24, 28, 29, 30, 31, 32, 37, 42, 47	53
Max J. Schmidt & Louis Bernstein	7, 8	53
Calumet Land Co. & Thos. E. Knotts	13, 14, 16	53

Calumet Land Co. & Thos. E. Knotts & Evva C. Bryan.....	15, 17, 18	53
Peter M. & Julia Bender & Evva C. Bryan	1 & 2	54
Henrietta J. Randall & Thos. E. Knotts	3, 5, 6, 37, 42	54
Henrietta J. Randall & Thos. E. Knotts & Evva C. Bryan.....	4, 38 to 41 inc. 43	54
Harold E. Hammond, Steel City Realty Co., Thos. E. Knotts & Evva C. Bryan.....	7, 8, 44, 49, 51	54
4629		
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts..	9, 47, 48, 52	54
Herbert E. Graham.....	10 to 13 inc.	54
William Delicath	14 to 17 inc.	54
George Winter	18	54
Andrew J. O'Connell.....	19, 20, 24	54
Esther E. Porter, Josephine Guderjahn	21, 22	54
Lela Ulrich & Thos. E. Knotts & Evva C. Bryan.....	23, 29, 30, 31, 33 to 36 inc.	54
Lela Ulrich & Thos. E. Knotts..	32	54
Calumet Land Co.....	25, 26, 45, 46	54
John & Agnes McArthur & Thos. E. Knotts	27, 28	54
Andrew Johnson & Esther E. Porter	50	54
Henrietta J. Randall & Thomas E. Knotts & Evva C. Bryan....	1 to 4 inc. 10 to 13 inc. 18 to 21 inc. 26	55
Henrietta J. Randall & Thos. E. Knotts	9, 15	55
Calumet Land Co.....	5 to 8 inc. 14, 17, 46, 47	55
David C. Atkinson.....	16	55
Lela Ulrich & Thos. E. Knotts...	22, 27, 32	55
Lela Ulrich & Thos. E. Knotts & Evva C. Bryan.....	23, 24, 25, 28 to 31 inc. 33 to 36 inc.	55
Harold E. Hammond, Steel City Realty Co., & Thos. E. Knotts.	37, 39 to 45 inc. 52	55
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan.....	38, 48, 49, 51	55
Richard E. Hennin.....	50	55
4630		
Ann Jane Duffy & Eunice A. Youche	1, 2	58

Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	3 to 6 inc. 8 to 11 inc. 50, 51	56
Harold E. Hammond, Steel City Realty Co., & Thos. E. Knotts.	7, 2, 52	56
Herbert E. Graham	13, 14	56
Calumet Land Co. & Eunice A. Youche	15 to 18 inc.	56
Calumet Land Co.	19, 20, 23, 25, 56	56
Calumet Land Co. & Evva C. Bryan	49	56
David C. Atkinson	21, 22	56
Albert C. Huckins, Jr.	24	56
William Berry, Esther E. Porter & Thos. E. Knotts	27, 28	56
Lela Ulrich & Thos. E. Knotts & Evva C. Bryan	29 to 32 inc. 34 to 37 inc.	56
Lela Ulrich & Thos. E. Knotts	33, 38	56
Henrietta J. Randall & Thos. E. Knotts & Evva C. Bryan	39 to 41 inc. 45, 47	56
Henrietta J. Randall & Thos. E. Knotts	42, 46	56
Henrietta J. Randall	43, 44	56
Louisa A. & Evva C. Bryan	48	56
Henrietta J. Randall & Thos. E. Knotts & Evva C. Bryan	1 to 4 inc. 14, 17, 18, 19	57
Henrietta J. Randall & Thos. E. Knotts	7, 12, 13	57
Clara E. Crain	5, 6	57

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Frank M. Swain, Esther E. Porter, & Thos. E. Knotts	8, 9	57
Dollie Coleman	10, 11	57
Clara E. West & Eunice A. Youche	15, 16	57
Calumet Land Co. & Thos. E. Knotts	20	57
Calumet Land Co. & A. F. Knotts	21, 22	57
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	23 to 26 inc. 28 to 30 inc. 33, 34, 35	57
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	31	57
Lela Ulrich & Thos. E. Knotts	27, 39, 46	57
Lela Ulrich & Thos. E. Knotts & Evva C. Bryan	36, 40 to 43 inc. 47, 48, 49, 51	57

Walter S. Ross & Thos. E. Knotts	32	57
Louis A. Bryan	37	57
Calumet Land Co.	38, 44, 45, 52	57
Mrs. A. S. Davis	50	57
Calumet Land Co. & Evva C. Bryan	1, 2, 23, 24, 47, 48	60
Steel City Realty Co., Calumet Land Co., Harold E. Hammond & E. C. Bryan	3, 4	60
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	5, 42	60
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	6, 7, 8, 39, 40, 41, 43 to 46 inc.	60
L. M. Greenlaw & Evva C. Bryan	9, 11 to 14 inc.	60
L. M. Greenlaw	10	60
4632		
Clarence Noore	15	60
Clarence Moore & Evva C. Bryan	16	60
Clara J. Harrison & Evva C. Bryan	17 to 19	60
Clara J. Harrison	20	60
Henrietta J. Randall & Thos. E. Knotts & Evva C. Bryan	21, 22	60
Calumet Land Co.	23, 24	60
Clear Title Land Co. & Evva C. Bryan	25, 26, 28	60
Clear Title Land Co.	27	60
Frank N. Gavit	29 to 38 inc.	60
Lela Ulrich	32, 37	60
Calumet Land Co.	1 to 4 inc. 34 to 37 inc.	61
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	5, 6, 7, 9 to 12 inc. 14, 15, 16	61
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	8, 13	61
Henrietta H. Randall & Thos. E. Knotts & Evva C. Bryan	17, 19 to 21 inc. 23, 41, 43, 45, 46	61
Henrietta J. Randall & Thos. E. Knotts	18, 34, 44	61
Henry Martin	22	61
Clear Title Land Co. & Evva C. Bryan	25, 26	61
Lela Ulrich	29, 38	61
Frank N. Gavit	27, 28, 30 to 33 inc. 38, 39, 40	61
Albert Green	42	61

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Calumet Land Co. & Evva C. Bryan	47, 48	61
Calumet Land Co.	1	62
Calumet Land Co. & Evva C. Bryan	2	62
Frank N. Gavit	3	62
Frank N. Gavit	4, 5, 6, 8, 9	62
Lela Ulrich	7	62
Henrietta J. Randall & Thos. E. Knotts & Evva C. Bryan	10, 11, 15, 16, 17	62
Henrietta J. Randall & Thos. E. Knotts	12, 13, 14	62
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	18, 20 to 23 inc.	62
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	19, 24	62
Calumet Land Co.	1, 2, 49	63
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	3 to 6 inc. 8, 9	63
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	7	63
Frank N. Gavit	10, 11, 13 to 16 inc.	63
Lela Ulrich	12	63
Henrietta J. Randall & Thos. E. Knotts	17, 22	63
Henrietta J. Randall & Thos. E. Knotts & Evva Knotts	18 to 21 inc. 23, 24 & A.	63
Calumet Land Co. & Evva C. Bryan	48	63
Evva C. Bryan & Thompson & Osborn	1 to 48 inc.	64
Evva C. Bryan & Thompson & Osborn	1 to 48 inc.	65
Frank N. Gavit	1 to 46 inc.	66
Frank N. Gavit & A. F. Knotts	47, 48	66

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Frank N. Gavit	1 to 48 inc.	67
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	1 to 4 inc. 6, 7, 8 11 to 14 inc. I. & J.	68
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	5, 10, 15	68
Calumet Land Co. & Evva C. Bryan	9	68
Lela Ulrich & Thos. E. Knotts &		

Evva C. Bryan	16 to 19 inc. 21 to 24, inc. 26 to 29 inc.	68
Lela Ulrich & Thos. E. Knotts	20, 25, 30	68
Henrietta J. Randall & Thos. E. Knotts & Evva C. Bryan	31 to 34 inc. 36 to 39 inc. 41 to 44 inc. G. H.	68
Henrietta J. Randall & Thos. E. Knotts	35, 40	68
Lela Ulrich & Thos. E. Knotts	1, 6, 26	69
Lela Ulrich & Thos. E. Knotts & Evva C. Bryan	2 to 5 inc. 23, 24, 25, 27 to 30 inc. E. F.	69
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts, & Evva C. Bryan	7 to 10 inc. 12, 13, 14, to 41 inc. 43, 44, C. D.	69
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	11	69
Henrietta J. Randall & Thos. E. Knotts & Evva C. Bryan	15, 17 to 20 inc. 22, 32 to 35 inc. 38	69
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Henrietta J. Randall & Thos. E. Knotts	16, 21, 31, 36	69
Calumet Land Co. & Eunice A. Youche	37	69
Henrietta J. Randall & Thos. E. Knotts & Evva C. Bryan	1, 2, 4, 5, 6 A. B.	70
Henrietta J. Randall & Thos. E. Knotts	3	70
Lela Ulrich & Thos. E. Knotts	7, 8, 10	70
Lela Ulrich & Thos. E. Knotts	9, 11 to 14 inc.	70
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	15 to 20 inc.	70
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	16 to 19 inc. 21, 22	70
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	1, 2, 4, to 7 inc. 9	71
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	3, 8	71
Henrietta J. Randall & Thos. E. Knotts & Evva C. Bryan	10 to 12, inc. 14, 17	71
Henrietta J. Randall & Thos. E. Knotts	13, 15, 16	71
Lela Ulrich & Thos. E. Knotts & Evva C. Bryan	21 to 24 inc. 26, 18, 19	71
Lela Ulrich & Thos. E. Knotts	20, 25	71

Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	1, 2, 3, 5 to 8 inc. 10 to 13 inc. 15, 16, 17	72
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	4, 9, 14	72
Lela Ulrich & Thos. E. Knotts & Evva C. Bryan	18, 20 to 23, inc. 25, 26, 40, 42 to 45 inc. 48	72
4636		
Lela Ulrich & Thos. E. Knotts, Henrietta J. Randall & Thos. E. Knotts & Evva C. Bryan	27, 28, 30, 31, 34, 35, 37, 38, 39, 49, 50, 51	72
Henrietta J. Randall & Thos. E. Knotts	29, 32, 33, 36, 52	72
Henrietta J. Randall & Thos. E. Knotts & Evva C. Bryan	1 to 4 inc. 6, 7, 8, 13 to 16 inc.	73
Henrietta J. Randall & Thos. E. Knotts	5, 10, 11, 12	73
Louis A. Bryan & Evva C. Bryan	9	73
Harold E. Hammond, Steel City Realty Co., & Thos. E. Knotts	17, 22, 23, 32	73
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	18 to 21 inc. 28 to 31 inc. 33 to 36 inc.	73
Mary Mackenzie & Thos. E. Knotts	24	73
Calumet Land Co.	25	73
Kadish Tuvin & Thos. E. Knotts	26, 27	73
Lela Ulrich & Thos. E. Knotts	37, 42, 43, 44, 51	73
Lela Ulrich & Thos. E. Knotts & Evva C. Bryan	38 to 41 inc. 45, 46, 49, 50, 52	73
Thomas F. Lillie & Calumet Land Co.	47, 48	73
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts & Evva C. Bryan	1, 2, 3, 5, 10, 11, 12, 22, 23	74
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Harold E. Hammond, Steel City Realty Co., & Thos. E. Knotts	4, 15, 16, 17, 21	74
Calumet Land Co. & Thos. E. Knotts	6 to 9 inc.	74

Johanette Bock	13, 14	74
Herbert E. Graham	18, 19, 20	74
Lela Ulrich & Thos. E. Knotts & Evva C. Bryan	24, 25, 42 to 45 inc. 47, 48, 49, 51	74
Lela Ulrich & Thos. E. Knotts	26, 41, 46, 52	74
Henrietta J. Randall & Thos. E. Knotts & Evva C. Bryan	27 to 30 inc. 32 to 35 inc. 37 to 40 inc.	74
Henrietta J. Randall & Thos. E. Knotts	31, 36	74
Calumet Land Co.	50	74
Mrs. L. R. Wartelsky	1	75
Calumet Land Co. & Emma C. Swindell	2	75
Henrietta J. Randall, Thos. E. Knotts & Evva C. Bryan	3, 4, 14, 21, 25, 29, 30	75
Henrietta J. Randall, Thos. E. Knotts	15, 23, 26	75
Calumet Land Co., Evva C. Bryan	5, 18, 19, 20, 24	75
Calumet Land Co.	6 to 13 inc. 16, 17, 22	75
Charles Gallagher	27, 28	75
Harold E. Hammond, Steel City Realty Co. & Thos. E. Knotts	31, 36	75
Harold E. Hammond, Steel City Realty Co., & Thos. E. Knotts & Evva C. Bryan	32 to 35 inc. 37 to 40 inc.	75
Lela Ulrich & Thos. E. Knotts	41, 46, 47, 48, 51, 52	75
4638		
Lela Ulrich & Thos. E. Knotts & Evva C. Bryan	42 to 45 inc.	75
Nils W. Wallin & Calumet Land Co.	49 & 50	75

4639 All of South Broadway Addition to Gary, Indiana, as marked and laid down on the recorded plat thereof, in the Recorder's Office of Lake County, Indiana, in Plat Book No. 7, Page 8, being a subdivision of the South-West quarter (S. W. ¼) of the South-West Quarter (S. W. ¼) of Section 22, Township 36 North, Range 8 West, in Lake County, Indiana, will be benefited, and the names of the lot owners and the lots in South Broadway Addition to Gary so benefited, are respectively as follows:

Owners.	Lots.	Block.
South Broadway Land Company.	1 to 18, 23 to 37, 39, 40, 43 to 48	1
Charles E. Norman	38	1
J. E. Lewis	19 to 22	1

David Englehart	41, 42	1
South Broadway Land Company.	1 to 24, 27 to 48	2
Charles H. Emerson	25, 26	2
South Broadway Land Company.	1 to 48	3
South Broadway Land Company.	1 to 48	4
South Broadway Land Company.	1 to 48	5
South Broadway Land Company.	3, 4, 7 to 48	6
G. F. Lenocker	1, 2	6
Zacharias Gillespie	5, 6	6
South Broadway Land Company.	1 to 28, 30 to 37, 39 to 48	7
Jeremiah F. and Margaret Wallace	29	7
Richard Kenney	38	7
South Broadway Land Company.	1, 2, 3 to 37, 40 to 48	8

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Cornelius Louis Petrie	3	8
Karl Otto Kohler	38, 39	8

4641 A Part of Koepke's subdivision as marked and laid down on the recorded plat thereof, in the Recorder's Office of Lake County, Indiana, in Plat Book No. 7, Page 18, being that part of said subdivision lying South of the East and West center line of Section 17 (said subdivision being a subdivision of the East 31 acres of Lot 2, Section 17, Township 36 North, Range 8 West, in Lake County, Indiana,) will be benefited, and the names of the lots owners and the lots in said Koepke's subdivision so benefited, are respectively as follows:

Owner.	Lots.	Block.
Thomas E. Knotts	1 to 49	5
Edward *K.* Findlay	1 to 53	6

4642 All of Lincoln Park Addition to Gary, as marked and laid down upon the recorded plat thereof in the Recorder's office of Lake County, Indiana, in Plat Book No. 6, Page 15, being subdivision of the North-west quarter (N. W. ¼) of the South West quarter (S. W. ¼) and the West half (W. ½) of the North-east quarter (N. E. ¼) of the South west quarter (S. W. ¼) of Section 16, Township 36 North, Range 8 West in Lake County, Indiana will be benefitted, and the lots in said Lincoln Park Addition to Gary, so benefited, are respectively as follows:

Names.	Lots.	Block.
John B. and Elizabeth Carrier	1, 2, 3	1
Adolf Bernssen	4	1
United States Land Company	5, 6, 8, 19 to 22, 26 to 34, 39, 41, 44, 44, 45, 56, 57, 61 to 65, 67, to 80, 83 to 92, 94	1

Carl J. Rosen	49	1
Charles Oscar Johnson	7	1
T. F. Russell	9	1
Eugene H. Hill	10	1
Louis Votroubek	11 to 18	1
Will Jessie	23	1
August Kozakewitz and Anna Kosakewitz (wife)	24, 25	1
David Jones	35, 36	1
Jethro Wesley Card	37, 38	1
John G. Ditz	40	1
4643		
Ralph D. Fillipo	42	1
Mrs. Delia Galbraith	42	1
Walter C. Gibson	47	1
Ella Bosher	48	1
George James Baier	50, 51	1
Adelbert Knott	52	1
Fr. Henry Krause	53	1
George H. Tissen	54, 55	1
Jackson McGuire	58	1
Clarence W. Gasque	59	1
Mrs. Anna Howell	60	1
Marcus Hall	65	1
Marcus Hall	66	1
Chas. Herman Rhines	81, 82	1
Peter Pallagi	93	1
United States Land Co.	1, 2, 9 to 14 inc. 17, 19, 20, 23 to 36 inc. 41 to 44 inc. 49, 50, 53 to 57 inc. 61, 62, 65, 66, 69 to 72 inc. 74 to 94 inc.	2
Wm. E. Hollerich	3 & E. ½ 4	2
Cornelius M. Hollerich	W. ½ 4 & all 5	2
Peter Hollerich	6, 7, 8	2
Frank C. Lamb	15, 16	2
Rosario Centanni	18	2
August Kozokeurtz	21, 22	2
Max Vanselow	37	2
4644		
Mrs. Martha Carrie Nelson	38	2
Arminta Bailey	39, 40	2
James Nicholson	45, 46	2
Mrs. W. Jankowski	47, 48	2
Chas. J. Rogers	51, 52	2
Theodore Birr	58, 59	2
Walter Gaughen	60	2
Mike Armanda	64	2

Frank Falete	65	2
Frank B. Carter	67	2
Ella Thomas & Almeta Albert	68	2
Ralph D. Fillipo	73	2
United States Land Co.	1 to 8 inc. 11 to 20 inc. 22 to 36 inc. 41 to 44 inc. 46, 47, 49, 50, 63 to 82 inc. 96 to 94 inc.	3
Carl Yackel	9, 10	3
Chas. Oscar & Jennie Alvida Johnson	21	3
Mrs. Helen Gillig Telford	37, 38	3
Harlan Preston	39	3
David Coates	40	3
Martha S. French	45	3
Louis Kevatnez	48	3
Charles Warfield	51, 52	3
Herman Polenz	53, 54, 55	3
Chas. E. & Lottie Olson	56, 57	3
Felix Miedzielski	58	3

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Stefan & Anna Sech	59, 60	3
Joseph Richin	61, 62	3
Zachary N. Purzycki	83, 84, 85	3
United States Land Co.	1 to 10 inc. 13 to 20 inc. 23 to 31 inc. 33, 36 to 41, 47 to 54 inc. 61 to 77, 83 to 94 inc.	4
Casper Meyer	11, 12	4
Leo & Franziaka Mudlaff	21, 22	4
Paul Vuruna	32	4
Richard & Amanda Vauselow	34, 35	4
Jos. T. & Mary Galliker	42, 43, 44	4
August G. & Bertha Hoernke	45, 46	4
Frank W. Board	55, 56	4
Josef Waskewicz	57, 58	4
Harold Erickson	59	4
Mike Zibricky	60	4
Anna K. Mueller	78, 79	4
Fred E. & Myrtle E. Hagen	81 & 82	4
United States Land Co.	1 to 5 inc. 7, 8, 9, 11 to 50 inc. 61, 62, 65 to 94 inc.	5
Walter C. Gibson	6	5
Henrietta Gibsom	10	5
C. Emmett Smith & Mary (wife).	51 to 54 inc.	5
Paul Fadlevic	55	5
Andrs. Klobucas	56	5

Mike Rohoska	57	5
Mrs. Victoria Harris	58	5
4646		
Silas Green & Hattie (wife) & Bertha Thomas	59, 60	5
Theodore Birr	63	5
United States Land Co.	1 to 8 inc., 11 to 36 inc. 39, 40, 41 & 42, 44, 45, 46, 49 to 52 inc. 56, 61, 62, 63, 66 to 90 inc. 93 to 103 inc. 107, 108, 109, 110, 115 to 125 inc. 137 to 139	6
James Nicholson	37, 38	6
Frederick Fischer	9, 10	6
E. Henry Hittinger	43	6
Walter G. Hubbard	47, 48	6
Bertha E. Hurd	53, 54, 55	6
Mike Rohoska	57	6
Ida G. Hufford	58	6
Zachary M. Purzyski	59, 60	6
Charles Durkoop	64, 65	6
Merton C. Robbins	91, 92, 104, 105, 106, 111 to 114 inc.	6
C. Emmett Smith & May (wife)	135, 137, 138, 139	6
William Kunert	140, 141	6
Carl J. Rosen	126	6

4647 A Part of South Gary Subdivision as marked and laid down upon the recorded plat thereof, in the Recorder's office of Lake County, Indiana, in Plat Book No. 7, Page 13, being that part of said subdivision in the South-west quarter (S. W. ¼) of the South east quarter (S. E. ¼) of Section 22, Township 36 North, Range 8 West, in Lake County, Indiana, will be benefited, and the names of the lot owners and the *lows* in said South Subdivision so benefited, are respectively as follows:

Owner.	Lot.	Block.
South Gary Land and Construction Company	1 to 24	3
South Gary Land and Construction Company	1 to 26	4
South Gary Land and Construction Company	1 to 52	5
South Gary Land and Construction Company	1 to 48	6
South Gary Land and Construction Company	1 to 48	11
South Gary Land and Construc-		

tion Company.....	1 to 52	12
South Gary Land and Construction Company.....	1 to 52	13
South Gary Land and Construction Company.....	1 to 48	14
South Gary Land and Construction Company.....	1 to 48	19
South Gary Land and Construction Company.....	1 to 52	20

4648 The Chicago Suburban Land and Investment Company's Addition to Liverpool as marked and laid down on the recorded plat thereof, in the Recorder's office of Lake County, Indiana, in Plat Book No. 2, being a subdivision of that part lying West of the River of the South-west quarter (S. W. ¼) of Section 13, Township 36 North, Range 8 West, in Lake County, Indiana, will be benefited, and the names of the lot owners and the lots in said Chicago Suburban Land and Investment Company's Addition to Liverpool so benefited are respectfully as follows:

Owner.	Lot.	Block.
Chicago Suburban Land and Investment Co.	1 to 6, 10 to 14	1
Sophie Trier	7, 9	1
Mrs. Margaret G. Fleming.....	8	1
Emil Severin	1	2
Chicago Suburban Land and Investment Co.	2 to 10, 26	2
Gottlieb Schoenemann	11, 12	2
Johanna Schmekel	13	2
Julia Wallack	14	2
Mrs. Hulda Ahrens.....	15	2
Mrs. Gertrude Johnson.....	16	2
Mrs. William Mulraney.....	17	2
Louis Flaming	18	2
Frank Ruehlman	19, 20 (J. W. Dixon)	2
Nick Pauley	21	2
Mary Flaming	22, 23	2
Henry Trier	24, 25	2
Julius Schrader	1	3

4649

N. J. Fry.....	3	3
Herman Fry	4 to 10	3
Carl Wipper	21, 22	3
John J. Mruzkowski.....	23, 24	3
Diedrick Dose	28 (Oscar Anderson Tax)	3
C. J. Nelson.....	29	3
Freda Spies	31	3

Chicago Suburban & Investment Co.	2, 11 to 20 inc. 25, 26, 27, 30, 32 to 38 inc.	3
Chicago Suburban & Investment Co.	1, 10, 14, 26 to 29 inc. 32, 30 to 43, inc.	4
John C. Miller	2	4
Edward Miller	3	4
Christ Miller	4	4
Ella O. Johnson	5	4
Adolph Trier	6, 7, 8	4
Henry Trier	9	4
Henry & Mary Wagner	11, 12	4
John & Mary Wagner	13	4
Catherine Windbiel	15 to 18, inc. 22, 23	4
Henry Keshling	19, 20	4
Annie Banyan	21	4
Wm. Hollir	24, 25	4
Karl P. Kleinert	30	4
John Roth	33, Maggie Escherich (Tax)	4
Paul Sharmach	34, 35 Maggie Escherich (Tax)	4
Peter Aubert	36, 37	4
Peter Oberlig	38, 39	4
4650		
Herman Loeffler	44	4
Paul Leoffler	31, 45, 46	4
Wm. Spormana	1, 2	5
Bertha Pauley	3, 4, 5, 6	5
Mrs. K. Burns	7	5
John R. Desheron	8	5
Herman Steubing	9, 10	5
Chicago Suburban Land & Investment Company	11 to 15 inc. 26, 27	5
John J. Mruzkowski	16	5
Catherine Rippinger	17, 18	5
John Sharmach	19, 20	5
Carl Wipper	28	5
Catherine Windbiel	21 to 23 inc. 29 to 32 inc. 24 to 42 inc.	5
P. J. Powers	24, 25	5
Otto Zinoff	33	5
Jacob Kaul	43, 44	5
Agnes Bergemann (Niklos)	45	5
Charles E. Arms	46	5
Fritz Zutterlein	1, 2	6
Chicago Suburban Land & Investment Co.	3, 4, 12, 13, 15 to 20 inc.	6
S. P. Nelson	5	6

Waclaw Duzewski	6, 7	6
Cæsar Duzewski	8, 9	6
Herman Huber	10, 11	6
Augusta Peterson	14	6
Mary Stanton	21 to 24 inc.	6
4651		
Catherine Windbiel	25 to 30, inc. 33 to 45 inc.	6
Mrs. A. M. Albert	21, 32	6
Anna Maria Keller	1 to 9 inc. 16 to 19 inc.	7
Ida Witzman	10, 11	7
Wm. L. Ludwig	12	7
John Trier	13, 14, 15	7
Susan K. Windbiel	20 to 23 inc.	7
Joseph & Azilda Heroux	24	7
John Peter Berkes	1	8
Charles Dahlsjo	2	8
Mrs. Sophie Trier	3, 4	8
Florecia Landes	5, 6	8
Otto Randolph	7	8
Barbara Bryner	8	8
H. P. Bjork	9	8
Henry Therstappen	10, 11	8
Mary Carlson	12	8
Chicago Suburban Land & Investment Co.	13, 42	8
Fred Hynes	24, 25	8
Anna M. Koller	14 to 23 inc. 34 to 41 inc.	8
John Lotz	26 to 30 inc.	8
John H. Windbiel	31	8
Emil Bankfelth	32, 33	8
J. F. Lawrence	43	8
John Trier & Ferdinana Volk	44	8
John Trier & L. A. Dubois	45, 46	8
Angeline Kasel	1	9
4652		
Charles Wilks	2	9
William Sloats	3	9
John Sturn	4	9
Chicago Suburban Land & Investment Co.	5, 6, 7, 11, 14 to 17 inc. 41, 42, 45, 46	9
Julius Schrader	8, 9, 10	9
Michael J. McGrath	12, 13	9
Anna M. Koller	18 to 32 inc. 34 to 39 inc.	9
George Ratz	33	9
Peter Schmidt	40	9
Nicholas F. Goedicker	43, 44	9

4653 All of River Shore Addition to Eact Chicago, as marked and laid down on the recorded plat thereof, in the Recorder's office of Lake County, Indiana, in Plat Book No. 2, Page 22, being a subdivision of that part North of the Pittsburgh, Ft. Wayne and Chicago Railroad of the West hald (W. ½) of the South-west quarter (S. W. ¼) of Section 14, Township 36 North, Range 8 West, in Lake County, Indiana, will be benefited, and the names of the lot owners and the lots in said River Shore Addition to Eact Chicago, so benefited, are respectively as follows:

Owners.	Lots.	Block.
J. Miles Standish	1, 2	1
Mary Riordan	3, 4	1
David E. Fiske	5 to 23, inc.	1
A. C. Moorehead	24	1
Ernest C. Johnson	25	1
Leonora M. Hart	1, 13, 14, 15, 20 to 25 inc.	2
Charles S. Beggs	2	2
Edward J. Whire	3, 4	2
Anna C. Treulieb	5 to 12 inc.	2
Lena Rosenzvieg	16	2
Martha J. Phillips	17, 18, 19	2
James S. Pogue	1 to 9, 12, 17 inc., 19 20, 21	3
Emily F. Mealiff	10, 11	3
H. P. Bullock	18	3
John O'Connell	22, 23	3
Leonora M. Hart	24, 25, 33 to 37 inc. 39 to 43 inc. 47, 48, 51, 52	3
4654		
Charles Batty	26, 44	3
John H. Barker	27, 28, 29	3
Carmine Vizza	30	3
Adolph Zeller	31	3
Vanderberg O. Beck and Olds	32	3
Albert Engers	45, 46	3
Armanis F. Knotts	38, 49, 50	3
Arah M. Whitney and Frank Abel	53, 54, 55	3
Joseph Soboscijk	56	3
Jennie Fisher	57	3
Wm. J. Schultz	1	4
George P. Beardsley	2, 3, 4	4
Leonora M. Hart	5, 8, 9, 10, 73	4
Frederick Scheuerman	6, 7	4
Hugh B. Smith	11, 12, 13	4
H. T. Kelley	14	4
J. W. Walch	15 to 19 inc.	4
Florence Pearce	20, 21, 22, 36, 37, 44 to 49 inc. 56 & 57	4

George Fritzinger	23, 24	4
Armanis F. Knotts	25, 26, 65 to 70 inc.	4
Carl F. Griesser	27, 28	4
Sarah M. Curtis	20	4
Milton Bayne	30, 31	4
Frederick A. Rehkopf	32 to 35 inc.	4
Roy L. Everly	38 to 43 inc. 50 to 55 inc.	4
John H. Ryan	59 and 60 inc.	4
J. L. Hurd	61, 62	4

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John Le Drake	63 and 64 inc.	4
August P. Lundin	71, 72	4
David E. Fiske	1 to 17 inc. 19 to 42 inc. 45 to 47 inc. 56 to 59 inc.	5
Gustave Peil	18	5
Armains F. Knotts	43, 44, 52, 54, 55	5
Leonora M. Hart	48, 49	5
Marcellus Brown	50	5
Leonie Boise	51, 53	5
Isaac Goldman	60	5
Morris Goldman	61	5
Matilda M. Hanson	62 to 86 inc.	5
Roy L. Maxon	87	6
Armains F. Knotts	1 to 4 inc.	6
Leonora M. Hart	5, 6, 7, 19, 20, 21, 24 to 37 inc.	6
W. O. & E. C. Merrick	8 to 12 inc.	6
John Larson	13 to 17 inc.	6
Joseph M. Steffis	18	6
J. P. Thomas	22, 23	6
Carl Miller	38	6
Caroline Reichel	39, 40	6
Edson Keith & Co.	41, 42, 43	7
David E. Fiske	1 to 57 inc.	8
Augustus J. Nelson	1, 2	8
Jane Scott	3	

4656

David E. Fiske	4 to 7 inc. 18 to 31 inc. 45 to 56 inc.	8
Alice Barker	8, 9	8
Leonora M. Hart	10, 11	8
Mary Jane Jackson	12	8
Wm. Schmidt	13, 14	8
George F. Wallace	15	8
E. A. Griggs	16, 17	8
J. L. Hurd	32, 33	8
Louis H. Kirberg	34, 35	8
H. I. F. Wasica	36	

Armanis F. Knotts.....	37, 38, 39	8
James W. Southwick.....	40 to 44 inc.	8
John Leu	57	8
David T. Fiske.....	1 to 30 inc.	9
Michael Dwyer	33, 34	9
Richard Collins	35, 36	9
Barney Johnson	37, 38	9
John Fitzgerald	39	9
Arminas F. Knotts.....	21, 32, 51, 52, 53, 55, 56	9
Henry Clough, Trustee.....	40, 41	9
Michael O'Grady	42 to 47 inc.	9
William Daly	48	9
E. L. Floreth.....	50	9
Frank Abel	54	9
Wm. E. Hoxner.....	57 to 60 inc.	9

4657 Also the following land with names of owners, and description and acreage:

Owners.	Description.	Sec.	Twp.	R.	Acres.
Anthony J. Drexel	South-east ¼ of South-east ¼	4	36	7	40
Anthony J. Drexel	South-west ¼ of South-east ¼	4	36	7	40
Anthony J. Drexel	Northwest ¼ of South-east ¼	4	36	7	40
Anthony J. Drexel	North-east ¼ of South-east ¼	4	36	7	40
Leonora M. Hart	South-east ¼ of North-east ¼	7	36	7	40
Leonora M. Hart	South-west ¼ of North-east ¼	7	36	7	40
Marguerite M. Hart	South-east ¼ of Northwest ¼	7	36	7	40
Marguerite M. Hart	North-west ¼ of Southwest ¼	7	36	7	40
Marguerite M. Hart	North-east ¼ of Southwest ¼	7	36	7	40
Marguerite M. Hart	Southwest ¼ of Southwest ¼	7	36	7	40
Marguerite M. Hart	South-east ¼ of Southwest ¼	7	36	7	40
Aetna Powder Co	South-east ¼ of South-west ¼	7	36	7	40
Leonora M. Hart	North-west ¼ of South-east ¼	7	36	7	40
Leonora M. Hart	North-east ¼ of South-east ¼	7	36	7	40
Leonora M. Hart	South-west ¼ of South-east ¼	7	36	7	40
Leonora M. Hart	South-east ¼ of Southeast ¼	7	36	7	40
Wilhemina Anderson	South-west ¼ of Northeast ¼	8	36	7	40
Wilhemina Anderson	Southeast ¼ of Northeast ¼	8	36	7	40
Wilhemina Anderson	Southwest ¼ of Northwest ¼	8	36	7	40
Wilhemina Anderson	Southeast ¼ of Northwest ¼	8	36	7	40
Knockerbocker Ice Co	Northwest ¼ of Northwest ¼ (Ex. North 186-4/10 feet)	8	36	7	40
Knickerbocker Ice Co	Northeast ¼ of Northwest ¼ (Ex. 10 acres in Northwest) (Corner and ex. North 186-4/10 feet, East & West 9.63 ch'ns North & South, 10.38 ch'ns)	8	36	7	40

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Owners.	Description.	Sec.	Twp.	R.	Acres.
James B. Tuthill	North-east corner of North-east ¼ of North-west ¼ (Ex. Railroad East and West 9.63 Chains North and South (10.38 chains)	8	36	7	7.09
Wilhemina Anderson	Lot 1 of South-east ¼	8	36	7	32.70
Wilhemina Anderson	North ½ of Lot 2 of South east ¼	8	36	7	28.60
Wilhemina Anderson	South half of Lot 2 of South east ¼	8	36	7	28.60
Wilhemina Anderson	North half of Lot 3 of South West ¼	8	36	7	33.50
Wilhemina Anderson	South half of Lot 3 of South West ¼	8	36	7	33.50
Wilhemina Anderson	North West ¼ of South west ¼	8	36	7	40.00
Wilhemina Anderson	South West ¼ of South west ¼	8	36	7	40.00
Daniel Kilvary	All South of River of Southeast ¼ of Southeast ¼	8	36	7	40.00
Wm. M. Marquardt	All East of River of Southeast ¼	8	36	7	..

4659

Selma O. Nelson	West part of Lot 1 of North East ¼, being West of wire fence and ditch (Ex. Railroad)	9	36	7	..
John Westergren	East part of Lot 1 of North-east ¼, being all East of wire fence and ditch (Ex. Railroad)	9	36	7	..
Selma O. Nelson	Lot 2, (Ex. Railroad)	9	36	7	35.60
Frank Schaff	All South-west of road Lot 3	9	36	7	4.29
Wilhemina Griesel	North 40 acres of Lot 3, (Ex. Railroad)	9	36	7	27.33
Wilhemina Griesel	Lot 3, (Ex. North 40 acres and except that part South-west of road)	9	36	7	21
Jon Papka	East 20 rods of West ½ of West ½ of Southwest ¼.	9	36	7	..
Daniel Kilvary	West 20 rods of West ½ of West ½ of South-west ¼ (Ex. 1 acre adjoining River owned by Wm. M. Marquardt, as hereinafter described)	9	36	7	..
Albert A. Reich	West 20 rods of East ½ of West ½ of South-west ¼.	9	36	7	..

Owners.	Description.	Sec.	Twp.	R.	Acres.
Peter and Marie Reich.....	East 20 rods of East ½ of West ½ of South-west ¼.	9	36	7	..
Wm. M. Marquardt.....	So much of following as lies in Section 9, Township 36, North, Range 7, North, part of West ½ of West ½ of South-west ¼ commencing at South west side of bridge across Calumet River at crossing of gravel road, then South 32 rods, then West to water's edge, then North along river to place of beginning	9	36	7	..
Nicholas Frey	West ½ of Lot 5 of South-west ¼.....	9	36	7	34.90
Philip Schneider	East ½ of Lot 5 of South west ½.....	9	36	7	34.90
George Passow and Wm. Kostbade.	So much of the following as lies in Section 9, commencing 5 chains West of the North-east corner of the South-east ¼ of Southeast ¼ of Section 9, then North to Calumet River, then South 65 degrees West 19.50 chains then South to Michigan Central Railroad, then South 75 degrees, East 2.75 chains, then North 22.85 chains to Northwest corner, of said Southeast ¼ of the Southeast ¼, then East 15 chains, to place of beginning.....	9	36	7	..

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George Passow and Wm. Kostbade.	Part of Lot 7 and part of North-east ¼ of Southeast ¼, commencing on South side of River on line between Sections 9 and 10, then South 48.50 chains, then West 5 chains, then North to River, 5.50 chains to place of beginning.....	9	36	7	23

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Phillip Schneider, Jr.	So much of following as lies in Section 9, commencing intersection North line Michigan Central Railroad and North and South center line of Section 16, then North 75 degrees East along Railroad 9.45 chains then North to Calumet River, then Southwest along River to center North and South line of Section 9, then South to place of beginning.	9	36	7	..
4662					
Philip Schneider, Jr.	So much of following as lies in Section 9, commencing on North line Michigan Central Railroad 623.7 feet East of center line of Section 16, then East 237 feet, then North 963.63 feet, then East 328 feer, then North to River, then West to point of place of beginning, then South to place of beginning	9	36	7	..
Philip Schneider, Jr.	So much of following as lies in Section 9, commencing 860.7 feet East on North line of Railroad from center line of Section 16, then North 207.5 feet, then East 50.5 feet, then South-east 205 feet, then West 80 feet to place of beginning.....	9	36	7	..
Lake Shore & Michigan Southern Railway Co.	The East 35.61 chains of that part North of Lake Shore & Michigan Southern Railroad of Northeast ¼.....	5	36	7	44.22
Lake Shore & Michigan Southern Railway Co.	All North of the Lake Shore & Michigan Southern Railroad of the East 13.38 chains of the West 44.59 chains of the North ½.....	5	36	7	19.249

4663

Owners.	Description.	Sec.	Twp.	R.	Acres.
Flora N. Biggs	East 22.27 chains of the West 31.31 chains of the North ½ (Ex. Railroad's)	5	36	7	..
Lake Shore & Michigan Southern Railway Co.	West 590 feet of North-west ¼ lying North of following line: commencing on West line of Section 986.6 feet south of North-west corner, then East to East line said 590 feet South of North line of Section, (Ex. Railroad)	5	36	7	13.343
Anna L. Anderson	North of gravel road West ½ of South-west ¼ (Ex. Railroad and ex. 1.80 acres in South-east corner commencing 190 feet North of the center of Baltimore & Ohio Railway on the East line, thence North 238 feet, West 350 feet, South 90 feet, East 350 feet to place of beginning)	5	36	7	16.05
Garden City Sand Co.	North-west ¼ of South-east ¼	5	36	7	40

4664

Garden City Sand Co.	North-east ¼ of South-east ¼	5	36	7	40
Garden City Sand Co.	South-west ¼ of South-east ¼	5	36	7	40
Garden City Sand Co.	South-east ¼ of South-east ¼	5	36	7	40
Charles G. Bailey	East 1043.2 feet of South-east ¼ of North-east ¼	6	36	7	..
Patrick J. Sexton	North ½ of Lot 1 or East ½ of North-east ¼	16	36	7	38.50
Patrick J. Sexton	South ½ of Lot 1 or East ½ of North-east ¼	16	36	7	38.50
William T. Cushing	North ½ of Lot 2	16	36	7	32.50
William T. Cushing	South ½ of Lot 2	16	36	7	32.50

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William T. Cushing.....	Lot 4 (Ex. 10 acres off of South end and piece in North-west corner commencing at the North-west corner South 40 rods, East parallel with railroad 23 rods, thence North 20 rods East parallel with railroad 26 rods, thence North 20 rods to railroad, West 49 to place of beginning.....	16	36	7	34
4665					
John Becker	Part of Lot 4 commencing 20 rods South of North-west Corner, then South 20 Rods, then East 23 rods, then North 20 rods, then West 23 rods to place of beginning.....	16	36	7	2.95
Margaret Marquardt	Lot 8.....	16	36	7	..
Esther Babcock	Lot 10.....	16	36	7	..
Anna Blaemire	Lot 7.....	16	36	7	..
John N. Bos.....	Part Lot 12 commencing on East line 600 feet South of Gravel road, then North 600 feet, then west 650 feet, then South 200 feet, then South-east to place of beginning.....	16	36	7	5.96
Susan Kappelman	Lot 9.....	16	36	7	..
Susan Kappelman	Lot 11.....	16	36	7	..
Susan Kappelman	That part of Lot 12 South of the highway and North of Deep River, except 5.96 acres owned by John W. Bos as above described.....	16	36	7	..
Frank Florian	West ½ of South-west ¼ of South-west ¼ (Ex. South 6 acres.....	16	36	7	14
4666					
Andrew Peter Larson	South 6 acres of West ½ of South-west ¼ South west ¼.....	16	36	7	6

Andrew Peter Larson	All West of Deep River of South 396 feet of East ½ of South-west ¼ of South-west ¼	16	36	7	..
Anna Blaemire	All East of River South ½ of Lot 14	16	36	7	40
Harry T. and Anna Quinnell	North-east ¼ of South-west ¼, being all East of River	16	36	7	30
Andreas P. Thorne	All West of River in Lot 14	16	36	7	9
Thomas J. McDevitt	North ½ of Lot 15	16	36	7	40
Thomas J. McDevitt	South ½ of Lot 15	16	36	7	40
Walter W. Harrison	South ½ of Southeast ¼ of South-east ¼	16	36	7	20
Johannes Chalstrum	North-west corner of North-east ½ of South-east of South-east ¼ (North and South 60 rods, East and West 26 rods 11 feet)	16	36	7	10
Nils P. Sackerson	South 10 acres of North-east ¼ of South-east ¼	16	36	7	10
Swan August Carlson	North ½ of South-east ¼ of South-east ¼	16	36	7	20
Johannes Malsten	North 30 acres of North-east ¼ of South-east ¼ (Ex. 10 acres North-west corner North and South 60 rods East and West 26 rods, 11 feet)	16	36	7	20
4667					
Michigan Central Railroad Company.	That part of the right of way of the Michigan Central Railroad intersected by the North and South center lines of the North west ¼	16	36	7	..
Helen C. Patterson	All North of Michigan Central Railroad of East ½ of East ½ of North West ¼	17	36	7	..
Helen C. Patterson	All North of Michigan Central Railroad of West ½ of East ½ of North-west ¼	17	36	7	..
George Earle	All north of River of North-west ¼	17	36	7	18.70
George Earle	North ½ of Lot 3	17	36	7	21.90
George Earle	South ½ of Lot 3	17	36	7	21.90
George Earle	Lot 1	17	36	7	35.20

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George Earle	South-east ¼ of South west ¼	17	36	7	40
George Earle	South-west ¼ of South-west ¼	17	36	7	40
George Earle	North-west ¼ of South-west ¼	17	36	7	40
George Earle	North-east ¼ of South-west ¼	17	36	7	40
George Earle	North-west ¼ of South-east ¼	17	36	7	40
George Earle	North-east ¼ of South-east ¼	17	36	7	40
4668					
George Earle	South-west ¼ of South-east ¼	17	36	7	40
George Earle	South-east ¼ of South-east ¼	17	36	7	40
Daniel Kilvary	Part Northeast ¼ commencing at North-east corner of Michigan Central Railroad station grounds, then North on Section line to North-east corner Section 17, then West 36 rods, then S-uth to Station grounds then east to place of beginning	17	36	7	..
Thomas J. Stearns	Part North-east ¼ commencing at North-west corner of the North-east ¼ of the North-east ¼, then East 8 chains, then South 21.15 chains to North east corner of land owned by Susan Keppelman, then West 3.76 chains then North 21.15 chains, then East 1.76 chains to place of beginning	17	36	7	..
Marguerite M. Hart	Lot 2	18	36	7	40
Leonora M. Hart	West ½ of Lot 1	18	36	7	24.70
Leonora M. Hart	East ½ of Lot 1	18	36	7	24.70
4669					
Joseph H. Bruce	South-east ¼ of North-east ¼	18	36	7	40
Joseph H. Bruce	All north of Michigan Central Railroad of the North-east ¼ of the South-east ¼	18	36	7	..

George Earle	Lot 3	18	36	7	32.50
George Earle	All North of Michigan Central Railroad in Lot 4	18	36	7	..
George Earle	All North of Michigan Central Railroad of the West ½ of the South-West ¼	18	36	7	..
George Earle	All South of Joliet & Northern Indiana Railroad of the South-West ¼	18	26	7	..
George Earle	All North of Michigan Central Railroad in Lot 5	18	36	7	..
George Earle	All South of Michigan Central Railroad of the North-east ¼ of the South-East ¼	18	36	7	..
George Earle	All South of Michigan Central Railroad in Lot 5	18	36	7	..
George Earle	South-west ¼ of the South-East ¼	18	36	7	..
George Earle	South-east ¼ of South-east ¼	18	36	7	..

4670

Calista J. Smith	North-west ¼ of the North-east ¼	19	36	7	40
Calista J. Smith	North-east ¼ of North-east ¼	19	36	7	40
New Chicago Real Estate & Investment Co.	North-east ¼ of the North-west ¼ (Ex. 5 acres commencing on North Bank of Deep River 33 feet East of East line of the North West ¼ of the North-west ¼, then North 500 feet, then East 400 feet, then South 500 feet, then West 400 feet to place of beginning	19	36	7	35
Benjamin F. Hall	Part of North-east ¼ of North-west ¼ commencing on North bank of Deep River 33 feet East of East line of North-West ¼ of North-west ¼, then North 500 feet, then East 400 feet, then South 500 feet, then West 400 feet to place of beginning.	19	36	7	5
John and Anna Keller	North-west ¼ of North-east ¼	20	36	7	40

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4671					
John and Anna Keller	North-east ¼ of North-east ¼	20	36	7	40
John and Anna Keller	South-west ¼ of North-east ¼	20	36	7	40
John and Anna Keller	South-east ¼ of North-east ¼	20	36	7	40
John A. Johnson	South-east ¼ of North-west ¼	20	36	7	40
Gilbert Isaacson	All East of River of South ½ of South-west ¼	20	36	7	13
John M. Gordon	North-east ¼ of South-west ¼	20	36	7	40
John M. Gordon	North-west ¼ of South-west ¼	20	36	7	40
John E. Larson	All West of River of South ½ of South-west ¼ (Ex. North 27 acres)	20	36	7	39.50
Peter and Louise Wetterland	North 27 acres of that part South ½ of South-west ¼ west of River	20	36	7	27
Amanda Gordon	North-east ¼ of North-west ¼	21	36	7	40
George F. Davie	All East of River of North-west ¼ of North-west ¼	21	36	7	..
4672					
Andrew P. Larson	All West of River of North-west ¼ of North-west ¼	21	36	7	..
John C. and Harriet E. Shearer	North-west ¼ of South-west ¼	21	36	7	40
Dolly Newman	West 10 acres of North-east ¼ of North-west ¼	29	36	7	10
Adolph F. Anderson	All South-east of River of North-west ¼	29	36	7	..
Adolf F. Anderson	South ½ of South-West ¼, South-west ¼ of North-east ¼	29	36	7	5
John W. Johnson	All West of River of North-east ¼ of North-West ¼ (Ex. West 10 acres)	29	6	7	..
Otto and Joseph Kulage	All West of River of South-east ¼ of North-West ¼	29	6	7	..
John W. Johnson	All West of River of North-west ¼ of North-East ¼	29	36	7	..
John Larson	All East of River of North-West ¼ of North-east ¼ (Ex. 3 acres square in North-west corner of East ½ of East ½ of North West ¼ of North-east ¼)	29	36	7	..

4673					
Eunice A. Youche	3 acres square in North-west corner of East ½ of East ½ of North-west ¼ of North-east ¼ (Ex. 1½ acres square in North-west Corner)	29	36	7	1½
Thaddeus S. Francher	1½ acres square in North West corner of East ½ of East ½ of North-west ¼ of North-east ¼	29	36	7	1½
Emma Bridle	All east of River of South ½ of North-west ¼ of South-west ¼ of North-east ¼	29	36	7	..
Emma Bridle	All East of River of North ½ of South-west ¼ of South-west ¼ of North-east ¼	29	36	7	..
John Larson, Jr.	East ½ of South-west ¼ of North-east ¼	29	36	7	..
Isabella Blaemire	All East of River of North ½ of North-west ¼ of South-west ¼ of North East ¼	29	36	7	..
4674					
Joseph L. and Otto Kulage	All West of River of South-west ¼ of North-east ¼.	29	36	7	2¾
National Fire Proofing Co.	All that part of the South West ¼ of South-west ¼ lying North of Pittsburgh, Ft. Wayne & Chicago Railroad	29	36	7	..
Joseph J. and Otto Kulage	All that part of South-west ¼ lying South of Pittsburgh, Ft. Wayne & Chicago Railroad	29	26	7	11.109
Augustus Wood	All that oart of South-west ¼ North of Pittsburg Ft. Wayne & Chicago Railroad and between old and new channel of Deep River	29	36	7	5
Lake Shore & Michigan Southern Railway Co.	All that part of the North-west ¼ of the North-west ¼ lying North of a line commencing on the West line of said Section 971.6 feet South of North-west corner thereof, and running to point in East line of said Section 924.5 feet South of the North-east corner thereof	1	36	8	..

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4675					
Arthur St. M. Claflin, Gertrude Ulrich and Steel City Realty Co...	North-west ¼ of South-west ¼.....	1	36	8	40
Arthur St. M. Claflin, Gertrude Ulrich and Steel City Realty Co...	North-east ¼ of South-west ¼.....	1	36	8	40
Arthur St. M. Claflin, Gertrude Ulrich and Steel City Realty Co...	South-west ¼ of South-west ¼ (Ex. Railroads)....	1	36	8	..
Arthur St. M. Claflin, Gertrude Ulrich and Steel City Realty Co...	South-east ¼ of South-west ¼ (Ex. Railroads)....	1	36	8	12.84
Gary Land Company	North-east ¼ of South-east ¼ (Ex. Railroads)....	1	36	8	..
Gary Land Company	South-west ¼ of South-east ¼ (Ex. Railroads)....	1	36	8	..
Gary Land Company	North-west ¼ of South-east ¼ (Ex. Railroads)....	1	36	8	..
Aetna Powder Co.	South-east corner of South-east ¼ of South-east ¼ commencing at South-east corner of South-east ¼ of South-east ¼, thence West 1,245 feet, North 46 degrees 30 minutes, East 830 feet to South line of right of railroad, thence north 74 degrees East along railroad 700 feet, to East line of South-east ¼ of South-east ¼ thence South 796 feet to beginning (except Railroads).....	1	36	8	12.84
4676					
Gary Land Company	South-east ¼ of North-east ¼ (Ex. Railroads)....	2	36	8	..
Arthur B. Blanchard and Armanis F. Knotts	North-east ¼ of North-east ¼ (Ex. Railroads)....	2	36	8	24.63
Gary Land Company.....	South-west ¼ of South-west ¼ (Ex. Railroads)...	2	36	8	..
Gary Land Company.....	South-east ¼ of South-east ¼ (Ex. Railroads)....	2	36	8	..
Gary Land Company.....	North-east ¼ of South East ¼ (Ex. Railroads)...	2	36	8	..
Gary Land Company.....	South-west ¼ of South-east ¼.....	2	36	8	..
Gary Land Company.....	South-east ¼ of South-east ¼.....	2	36	8	..

4677

Frederick Gwinner	South-east ½ of South-east ¼	10	36	8	20
John Guenzenhauser	North-west ½ of South-east ¼ of South-east ¼	10	36	8	20
Aetna Powder Co	North-west ¼ of North-west ¼	12	36	8	40
Aetna Powder Co	North-east ¼ of North east ¼	12	36	8	40
John Powers	That part of the North 40 acres of Lot 2, lying south of a line drawn from the North-east corner thereof to a point on the West line of said lot 562 feet South of the Northwest corner thereof	12	36	8	..
John Powers	Lot 2 (Ex. the North 40 acres) thereof	12	36	8	16.70
John Powers	That part of the North 40 acres of Lot 3 lying South of a line drawn from a point in the East line of said lot 562 feet South of the Northeast corner thereof to a point in the West line thereof 835.45 feet South of the North-west corner thereof	12	36	8	..
John Powers	Lot 3 (Ex. the North 40 acres)	12	36	8	23.90
John Powers	That part of lot 4 lying South of a line drawn from a point in the East line of the North-west ¼ of the South-west ¼ 835.45 feet south of the North-east corner thereof, to a point in the West line of Lot 4 1,368.9 feet South of the East and West center line of said section	12	36	8	..

4678

John Powers	Lot 5, except that part thereof in East ½ of South-east ¼	12	36	8	..
John Powers	Lot 6	12	36	8	3.48

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Samuel M. St. Clair and Selma L. Kohn	That part of Lot 2 lying North of a line drawn from the North-east corner thereof to a point 562 feet South of the North-west corner thereof	12	36	8	..
Samuel M. St. Clair and Selma L. Kohn	That part of Lot 3 North of a line drawn from a point 562 feet South of the North-east corner thereof, to a point 835.45 feet South of the North-west corner thereof	12	36	8	..
Samuel M. St. Clair and Selma L. Kohn	That part of Lot 4 North of a line drawn from a point 835.45 feet South of the North-east corner of the North-west ¼ of the South-west ¼ to a point 1,368.9 feet South of the North-west corner of said North-west ¼ of South-west ¼	12	36	8	..
4679–4689					
Jacob Zelibor	North-east ¼ of South-east ¼	12	36	8	40
Jacob Zelibor	Lot 1	12	36	8	36.50
Jacob Zelibor	North of River of East ½ of North-east ¼	13	36	8	..
John H. Brooks and Oliver H. Bogue	West ½ of Lot 1	13	36	8	30.50
John H. Brooks and Oliver H. Bogue	East ½ of Lot 1	13	36	8	30.50
Oliver H. Bogue, William E. Higgins, Henrietta E. Weir, Thomas J. Wood, Wilhelmina Griesel and George Earle	North-east ¼ of South-east ¼	13	36	8	40

Oliver H. Bogue, William E. Higgins, Henrietta E. Weir, Thomas J. Wood, Wilhelmina Griesel and George Earle	South-east ¼ of South-east ¼	13	36	8	40
4690					
Oliver H. Bogue, William E. Higgins, Henrietta E. Weir, Thomas J. Wood, Filhelmina Greisel, and George Earle	South-west ¼ of South-east ¼	13	36	8	40
Oliver H. Bogue, William E. Higgins, Henrietta E. Weir, Thomas J. Wood, Filhelmina Greisel, and George Earle	North-west ¼ of South-east ¼	13	36	8	40
Oliver H. Bogue, William E. Higgins, Henrietta E. Weir, Thomas J. Wood, Wilhelmina Greisel, and George Earle	All that part if Lot 2 in North-east ¼	13	36	8	14.62
Chicago Suburgan Land & Investment Co.	North-east ¼ of the South-west ¼	13	36	8	40
Chicago Suburban Land & Investment Co.	South-east ¼ of the South-west ¼	13	36	8	40
Chicago Suburgan Land & Investment Co.	All East of River of North-west ¼ of South-west ¼.	13	36	8	..
4691					
Chicago Suburban Land & Investment Co.	All East of River of South-west ¼ of South-west ¼.	13	36	8	..
Lake County Club	West ½ of Lot 5	13	36	8	28.24

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Lake County Club	East ½ of Lot 5	13	36	8	28.24
Charles G. Wicker	South ½ of Lot 6	13	36	8	31.58
Charles G. Wicker	North ½ of Lot 6	13	36	8	31.58
Aetna Powder Co.	All that part Lot 7 in West ½ of North-east ¼	13	36	8	..
John Powers	Lot 8	13	36	8	1.39
John Powers	Lot 9	13	36	8	8.53
John Powers	All the North-west fraction ¼ North of River	13	36	8	30
John Powers	North ½ of Lot 10	13	36	8	22.40
John Powers	South ½ of Lot 10	13	36	8	22.39
John Powers	Lot 1 (Ex. Railroads)	14	36	8	35.30
John Powers	Lot 2	14	36	8	24.70
John Powers	West ½ Lot 5	14	36	8	29.47
John Powers	East ½ Lot 5	14	36	8	29.46
John Powers	Lot 6	14	36	8	36.51
Frederick Gwinner	West ½ Lot 3	14	36	8	22.80
Frederick Gwinner	East ½ Lot 3	14	36	8	22.80
Frederick Gwinner	West 1/3 Lot 4	14	36	8	28.11
Frederick Gwinner	West ½ of East 2/3 of Lot 4	14	36	8	28.11
Frederick Gwinner	East 1/3 of Lot 4	14	36	8	28.11

4692

Lake County Club	Lot 7	14	36	8	20.80
Tolleston Club of Chicago	All South-west of Railroad of West ½ of South-west ¼	14	36	8	40
Lake County Club	North-east ¼ of South-west ¼	14	36	8	40
Lake County Club	South-east ¼ of South-west ¼	14	36	8	40
Lake County Club	North-west ¼ of South-east ¼	14	36	8	40
Lake County Club	North-east ¼ of South-east ¼	14	36	8	40
Lake County Club	South-west ¼ of South-east ¼	14	36	8	40

Lake County Club	South-east ¼ of South-east ¼	14	36	8	40
Frederick W. Schmidt and Nellie Griesel	Lot 6	15	36	8	2.64
Frederick Gwinner	All north-east of Railroad of North-west ¼ North ½ of Lot 1	15	36	8	38.85
Frederick Gwinner	North ½ of Lot 1	15	36	8	28.85
Frederick Gwinner	South ½ of Lot 1	15	36	8	28.85
Frederick Gwinner	North-west ¼ of North-east ¼	15	36	8	40
Frederick Gwinner, Thomas Rodd and Joseph Wood	All North-east of Railroad in Lot 8	15	36	8	..

4693

Gary Realty Co.	Part section commencing in center of Pittsburg, Ft. Wayne & Chicago Railroad 18.58 chains South-east of intersection of North line Section, then South-east along Railroad 49 chains, then South 65 degrees, West 15.20 chains, then North-west 49 chains to place of beginning	15	36	8	29.317
Tolleston Club of Chicago	All South-west of Railroad in Lot 8	15	36	8	[100]*
Tolleston Club of Chicago	North-east ¼ of South-east ¼	15	36	8	40
Tolleston Club of Chicago	South-east ¼ of South-east ¼	15	36	8	40
Tolleston Club of Chicago	North-west ¼ of South-west ¼	15	36	8	40
Tolleston Club of Chicago	South-west ¼ of South-east ¼	15	36	8	40
Tolleston Club of Chicago	All that part South of River of North east ¼	15	36	8	30
Tolleston Club of Chicago	South-east ¼ of South-west ¼	15	36	8	40
Tolleston Club of Chicago	South-west ¼ of South-west ¼ North of River and South of Meander line	15	36	8	..

[* Words and figures enclosed in brackets erased in copy.]

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Tolleston Club of Chicago.....	All that part of Lot 5, in the North-east ¼ of South-west ¼	16	36	8	..
Ottilie Lempke	Lot 20	16	36	8	20
Tolleston Club of Chicago.....	Lot 25	16	36	8	20
Tolleston Club of Chicago.....	Lot 26	16	36	8	20
Tolleston Club of Chicago.....	Lot 27	16	36	8	20
Tolleston Club of Chicago.....	Lot 28	16	36	8	20
John M. Kelley and Washington L. Albee	East ½ Lot 1.....	17	36	8	34
William Woldt	West ½ Lot 1.....	17	36	8	34
James and Isabella Carson.....	West ½ Lot 2.....	17	36	8	34
Cornell College	North-east ¼ of North-west ¼ (Ex. 15 acres square in South-east corner).....	17	36	8	25
Cornell College and W. D. Phifer..	15 acres square in South-east corner of North-east ¼ of North-west ¼	17	36	8	15
Amos W. Walker.....	North-east corner of West 591.1 feet of Lot 3, 330 feet East and West 660 feet North and South....	17	36	8	5

4695

John Weber, Perry Ulrich, and Burt J. Fitzgerald.....	North 13 acres of North-west ¼ of North-west ¼...	17	36	8	13
Alice H. Syalter, Ida L. Thomsen and Von Colditz, Amalia L. Spread and Alfred G. Schloesser.....	North-west ¼ of North-west ¼ (Ex. North 13 acres).	17	36	8	27
Alice H. Slayter, Ida L. Thomsen, and Von Colditz, Amalia L. Spread and Alfred G. Schloesser.	South-west ¼ of North-west ¼.....	17	36	8	40

Alice H. Slayer, Ida L. Thomsen and Von Colditz, Amalia L. Spread and Alfred G. Schloesser,	Lot 4	17	36	8	37.70
Alice H. Slayter, Ida L. Thomsem and Von Colditz, Amalia L. Spread and Alfred G. Schloesser.	West 591.1 feet of Lot 3 except 5 acres in North-east corner owned by Amos W. Walker as heretofore described	17	36	8	..
4696					
James and Isabella Carson	Lot 3 (Ex. West 591.1 feet)	17	36	8	..
Henry Schoelkopf, Jr.	North-west ¼ of North-east ¼	17	36	8	40
Frank D. Kerrick, William S. Davison, J. Mordan Davison, Paul H. Davison, Bertha Davison, Elsie J. Livingston, Emma L. Davenport, Frank W. Davenport, John Ernest Davenport, William H. Davenport, and Amy Margaret Davenport	West ½ of North-east ¼ of North-east ¼	17	36	8	20
Eugene H. Hill	East ½ of North-east ¼ of North-east ¼	17	36	8	20
Tolleston Club of Chicago	East 9¼ acres of Lot 5	17	36	8	9¼
Tolleston Club of Chicago	East 40 acres of West 80 acres of Lot 5	17	36	8	40
Tolleston Club of Chicago	West 40 acres of Lot 5	17	36	8	40
Tolleston Club of Chicago	East ½ of Lot 6	17	36	8	32.08
Tolleston Club of Chicago	West ½ of Lot 6	17	36	8	32.08
Tolleston Club of Chicago	Lot 7	17	36	8	36.99
4697					
Ernest Buse	North-west ¼ of South-west ¼	18	36	8	40

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Ernst Buse	North-west corner of South west ¼ of South-west ¼ 1,074 feet East and West and 607 feet North and South	18	36	8	15
George C. Morgan, J., Mary Ella Morgan, David B. Morgan, Margie C. Morgan, Mary A. Morgan, Marion S. Morgan and Satie B. Allen	West ½ of North-east ¼ of South-west ¼	18	36	8	20
Tolleston Club of Chicago	East ½ of Northeast ¼ of South-west ¼	18	36	8	20
Tolleston Club of Chicago	South-east ¼ of South-west ¼	18	36	8	40
Tolleston Club of Chicago	South-west ¼ of South-west ¼ (Ex. 15 acres in North-west corner East and West 1,074 feet North and South 607 feet	18	36	8	25
Tolleston Club of Chicago	South-west ¼ of South-east ¼	18	36	8	40
Tolleston Club of Chicago	South-east ¼ of South-east ¼	18	36	8	40
4698					
Tolleston Club of Chicago	North-east ¼ of South-east ¼	18	36	8	40
Frank Mathias	North-west ¼ of South-east ¼	18	36	8	40
Tolleston Club of Chicago	East ½ Lot 4	19	36	8	32
Tolleston Club of Chicago	West ½ Lot 4	19	36	8	32
Tolleston Club of Chicago	East ½ Lot 5	19	36	8	27.06
Tolleston Club of Chicago	West ½ Lot 5	19	36	8	27.07
Tolleston Club of Chicago	East ½ Lot 6	19	36	8	21.26
Tolleston Club of Chicago	West ½ of Lot 6	19	36	8	21.27
Tolleston Club of Chicago	East ½ Lot 7	19	36	8	27.71
Tolleston Club of Chicago	West ½ Lot 7	18	36	8	27.72
Susam Clough	East ½ Lot 8	19	36	8	33.96
Susan Clough	West ½ Lot 8	19	36	8	33.96

Susan Clough	East ½ Lot 9	19	36	8	37.10
Susan Clough	West ½ Lot 9	19	36	8	37.10
Susan Clough	East ½ Lot 3 (Ex. South 50 rods)	19	36	8	..
Susan Clough	Lot 2 (Ex. South 50 rods)	19	36	8	..
Susan Clough	West ½ of West ½ of Lot 10	19	36	8	24.63
Susan Clough	East ½ of West ½ of Lot 10	19	36	8	24.63
Susan Clough	West ½ of East ½ of Lot 10	19	36	8	24.63
Susan Clough	East ½ of East ½ of Lot 10	19	36	8	24.63
Simon Koedyker	West 15.50 acres of South 30.92 acres of West ½ of South-west ¼	19	36	8	15½
Garrett Koedyker	East 15.42 acres of South 30.92 acres of West ½ of South-West ¼	19	36	8	15.42
William Lohman	East 17.70 acres of South 25.68 acres of South-west ¼ of South-east ¼	19	36	8	17.70
Christian Lohman	West 7.98 acres of South 25.68 acres of South-west ¼ of South-east ¼	19	36	8	7.98
Christian Lohman	East 9.70 acres of South 25.70 acres of South-east ¼ of South-west ¼	19	36	8	9.70
Simon Koedyker	East 8 acres of West 16 acres of South 25.70 acres of South-east ¼ of South-west ¼	19	36	8	8.00
Garrett Kiedyker	West 8 acres of South- 25.70 acres of South-east ¼ of South-west ¼	19	36	8	8
4700					
Tolleston Club of Chicago	All North of River of the North-west ¼	20	36	8	..
Susan Clough	All South of River of North-west ¼ of North-west ¼	20	36	8	..
Susan Clough	All South of River of North-east ¼ of North-west ¼	20	36	8	..
Susan Clough	South-west ¼ of North-west ¼	20	36	8	40
Susan Clough	South-east ¼ of North-west ¼	20	36	8	40

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Susan Clough	North-west ¼ of North-east ¼	20	36	8	40
Susan Clough	North-east ¼ of North-east ¼	20	36	8	40
Susan Clough	South-west ¼ of North-east ¼	20	36	8	40
Susan Clough	South-east ¼ of North-east ¼	20	36	8	40
Susan Clough	North-west ¼ of Southwest ¼	20	36	8	40
Susan Clough	North-east ¼ of South-west ¼	20	36	8	40
Susan Clough	South-west ¼ of South-west ¼	20	36	8	40
Susan Clough	South-east ¼ of South-west ¼	20	36	8	40
Susan Clough	North-west ¼ of South-east ¼	20	36	8	40
Susan Clough	North-east ¼ of Southeast ¼	20	36	8	40
Susan Clough	South-west ¼ of Southeast ¼	20	36	8	40
Susan Clough	South-east ¼ of South-east ¼	20	36	8	40

4701

John Lindgren and John Gunzenhauser	East ½ Lot 1	21	36	8	34.55
John R. Lindgrem and John Gunzenhauser	West ½ Lot 1	21	36	8	34.55
John R. Lindgren and John Gunzenhauser	East ½ Lot 2	21	36	8	32.77
John R. Lindgren and John Gunzenhauser	West ½ Lot 2	21	36	8	32.78
John R. Lindgren and John Gunzenhauser	East ½ Lot 3	21	36	8	32
John R. Lindgren and John Gunzenhauser	West ½ Lot 3	21	36	8	32
John R. Lindgren and John Gunzenhauser	East ½ Lot 4	21	36	8	30.25
John R. Lindgren and John Gunzenhauser	West ½ Lot 4	21	36	8	30.25

Tolleston Club of Chicago.....	Lot 5.....	21	36	8	35.50
Tolleston Club of Chicago.....	Lot 6.....	21	36	8	25.35
Tolleston Club of Chicago.....	North-west ¼ of North-east ¼.....	21	36	8	40
Tolleston Club of Chicago.....	South-west ¼ of North-west ¼.....	21	36	8	40
Tolleston Club of Chicago.....	North-east ¼ of North-west ¼.....	21	36	8	40
Tolleston Club of Chicago.....	South-east ¼ of North-west ¼.....	21	36	8	40
Tolleston Club of Chicago.....	North-west ¼ of North-east ¼.....	21	36	8	40

4702

Tolleston Club of Chicago.....	North-east ¼ of North-east ¼.....	21	36	8	40
Tolleston Club of Chicago.....	South-west ¼ of North-east ¼.....	21	36	8	40
Tolleston Club of Chicago.....	South-east ¼ of North-east ¼.....	21	36	8	40
George Earle.....	North-west ¼ of North-east ¼.....	22	36	8	40
George Earle.....	North-east ¼ of North-east ¼.....	22	36	8	40
George Earle.....	South-west ¼ of North-east ¼.....	22	36	8	40
George Earle.....	South-east ¼ of North east ¼.....	22	36	8	40
George Earle.....	North-west ¼ of South-east ¼.....	22	36	8	40
George Earle.....	North-east ¼ of South-east ¼.....	22	36	8	40
Tolleston Club of Chicago.....	Lot 6.....	22	36	8	39.03
Tolleston Club of Chicago.....	North 1/3 of Lot 4.....	22	36	8	35.20
Tolleston Club of Chicago.....	North ½ of South 2/3 Lot 4.....	22	36	8	35.20
Tolleston Club of Chicago.....	South 1/3 Lot 4.....	22	36	8	35.20
John Gunzenhauser.....	South-east ¼ of South-west ¼.....	22	36	8	40
James Mundell.....	West ½ Lot 3.....	22	36	8	40
James Mundell.....	East ½ Lot 3.....	22	36	8	40

4703

George Earle.....	North-east ¼ of North-east ¼.....	23	36	8	40
George Earle.....	North-west ¼ of North East ¼.....	23	36	8	40

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George Earle	South-west ¼ of North-east ¼	23	36	8	40
George Earle	South-east ¼ of North-east ¼	23	36	8	40
George Earle	North-east ¼ of North-west ¼	23	36	8	40
George Earle	South-east ¼ of North-west ¼	23	36	8	40
George Earle	East ½ of South-West ¼ of North-West ¼	23	36	8	40
Lake County Club	West ½ of South-west ¼ of North-west ¼	23	36	8	40
John G. Earle	North-west ¼ of North-west ¼	23	36	8	40
Mary Mundell, E. Eliza Mundell, Caroline Troehler, and Richard L. Miller	West ½ of North-east ¼ of South-west ¼	23	36	8	20
Joseph M. Mundell	East ½ of North-east ¼ of South-west ¼	23	36	8	20
George Earle	North-west ¼ of South-west ¼	23	36	8	40
Pauline and Robert Reichert	West 35 acres of South-West ¼ of South-west ¼ (Ex. that part South-east of Joliet cut-off railroad	23	36	8	30
Ann Cox	All that part of West 35 acres of South-west ¼ of South-west ¼ of South-east ¼ of Joliet Cut-off of Michigan Central Railroad	23	36	8	4
George Earle	North-west ¼ of North-east ¼	24	36	8	40
George Earle	Northeast ¼ of North-east ¼	24	36	8	40
George Earle	South-west ¼ of North-West ¼	24	36	8	40
George Earle	South-east ¼ of North-east ¼	24	36	8	40
George Earle	North-west ¼ of North-west ¼	24	36	8	40
George Earle	North-east ¼ of North-west ¼	24	36	8	40
George Earle	South-east ¼ of North-east ¼	24	36	8	40
Sigmund Zeisler	North 25 acres of South-east ¼ of North-west ¼	7	36	9	25
Louis Heckelman	South 05 acres of South-weast ¼ of North-west ¼	7	36	9	15
Bertha Anderson	South 10 acres of West ½ of South-west ¼	7	36	9	10

4704

Johanna Hansen	North 10 acres of South 20 acres of West ½ of South-west ¼	7	36	9	10
Emma Loescher	North 10 acres of South 30 acres, of West ½ of South-west ¼	7	36	9	10
Ida Engel	North 10 acres of South 40 acres of West ½ of South-west ¼	7	36	8	10
Fred R. Mott	West ½ of South-west ¼ (Ex. South 40 acres)	7	36	9	25.75
Martin De Vroe	East 10 acres of that part South of railroad of East ½ of South-west ¼	7	36	9	10
4705					
Frank McLaughlin	West 15 acres of that part South of railroad of East ½ of South-west ¼	7	36	9	15
Susie M. Downey	All south of railroad of East ½ of South-east ¼ (Ex. West 15 acres and East 10 acres	7	36	9	15
Philip McLaughlin	All north of railroad of East ½ of South-east ¼	7	36	9	35
Ernest G. Schreiber	North-west ¼ of South-east ¼	7	36	9	40
John F. Jarnecke	South-west ¼ of South-East ¼	7	36	9	40
Henry Hopp	East ½ of East ½ of North-west — of South-west ¼ (Ex. Railroad	9	36	9	6.41
Gostlin, Meyn & Co	West ½ of East ½ of North-west ¼ of South-west ¼	9	36	9	10
Maggie Watts	East ½ of West ½ of North-west ¼ of South-west ¼	9	36	9	10
Henrietta Schneider	West ½ of West ½ of North-West ¼ of South-West ¼	9	36	9	10
John Watts	West ½ of West ½ of South-West ¼ of South-west ¼	9	36	9	10
Florence Chick	East ½ of West ½ of South-west ¼ of South-west ¼	9	36	9	10
Chas. P. Watts	West ½ of East ½ of South-West ¼ of South-west ¼				

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	(Ex. 1 acre in South-east corner, being 132 feet East and West and 33 feet North and South.....	9	36	9	9
John Benda and John Holley....	South-east corner of South-west ¼ of South-west ¼ commencing at South-east corner, then West 132 feet, then North 330 feet, then East 132 feet, then South 330 feet to place of beginnnig.....	9	36	9	1
Mary Jane Chick.....	East ½ of East ½ of South-west ¼ of South-west ¼	9	36	9	10
Frank R. Maas.....	East 17 acres of North 30 acres of North-east ¼ of South-east ¼	13	36	9	17
M. Jacob Seberger.....	North 13 acres of North 30 acres of North-east ¼ of South-east ¼	13	36	9	13
Frank Buse.....	South 10 acres of North-east ¼ of South-east ¼....	13	36	9	10
Frank Buse.....	South-east ¼ of South-east ¼.....	13	36	9	40
M. Jacob Seberger.....	East 4 acres of North-west ¼ of South-east ¼.....	13	36	9	4

4707

Margaret and Anthony Hohman..	West 36 acres of North-west ¼ of South-east ¼.....	13	36	9	36
Susanna Thiel.....	West ½ of South-west ¼ of South-east ¼.....	13	36	9	20
Mathias Seberger.....	East ½ of South-west ¼ of South-east ¼.....	13	36	9	20
Willial and Wilhelmina Dedelow..	East 263.9 feet of North-east ¼ of South-west ¼....	13	36	9	7.962
Fred G. T. Miller.....	West 263.9 feet of East 527.8 feet of the North-east ¼ of South-west ¼.....	13	36	9	7.975
Charles Mueller	East 263.9 feet of West 791.7 feet of North-east ¼ of South-west ¼	13	36	9	7.987
Fredericke Jacobs.....	East 263.9 feet of West 527.8 feet of North-east ¼ of South-west ¼	13	36	9	7.999
Lizzie Vanes.....	West 263.9 feet North-east ¼ of South-west ¼.....	13	36	9	8.012
Otto Seberger.....	East 16 acres of South-east ¼ of South-west ¼.....	13	36	9	16

Emma and Carrie Seberger.....	West 15 acres of South-east ¼ of South-west ¼.....	13	36	9	15
Matilda Katie Seberger.....	South-east ¼ of South-west ¼ (Ex. East 16 acres and West 15 acres).....	13	36	9	9
Elizabeth Ewen Nickel.....	East 6 acres of South-west ¼ of South-west ¼.....	13	36	9	6
4708					
Ellen Ewen.....	North 4/5 acres of west 8 rods of East 20 rods of South-west ¼ of South-west ¼.....	13	36	9	4/5
Henry Ewen.....	South ½ of North 32 rods of West 8 rods of East 20 rods of South-West ¼ of South-west ¼.....	13	36	9	4/5
William Ewen	South 1/3 of North 48 rods of west 8 rods of East 20 rods of South-west ¼ of South-west ¼.....	13	36	9	4/5
Elizabeth A. Nickel.....	North ½ of South 32 rods of West 8 rods of East 20 rods of South-west ¼ of South-west ¼.....	13	36	9	4/5
Louis Ewen.....	South 16 rods of West 8 rods of East 20 rods of South-west ¼ of South-West ¼.....	13	36	9	4/5
Anton Enler.....	Part North-west ¼ of South-west ¼, commencing 214½ feet South of North-east corner, West 231 feet, South 99 feet, East 231 feet north to beginning	13	36	9	21/40
4709					
Joseph Enler	Part North-west ¼ of South-west ¼ commencing 33 feet North of South-east corner, west 231 feet, North 97 feet, east 231 feet, South 99 feet to beginning	31	36	9	21/40
Henry Euler	North-west ¼ of South-west ¼ (Ex. the foregoing described lots owned by Anton and Joseph Euler)	13	36	9	39
James McKenna	South-west ¼ of North-west ¼.....	14	36	9	40
James McKenna	South-east ¼ of North-west ¼	14	36	9	40

James McKenna	North-east ¼ of South-west ¼	14	36	9	40
James McKenna	North-west ¼ of South-west ¼	14	36	9	40
James McKenna	Lot 2 in South-west	14	36	9	30.50
James McKenna	Lot 3 in South-west ¼	14	36	9	30
Henry Euler	Part East ½ of South-east ¼ commencing 7.85 links North of South-east corner, North 13.15 links, West 3.33 links, South 11.10 links to center road, South 58 degrees, 20 minutes East 3.85 links to place of beginning		36	9	4.03
Fred R. Mott	North-east ¼ of Southeast ¼	14	36	9	40
Fred R. Mott	South-east ¼ of South-east ¼ (Ex. 4.03 acres on East side owned by Henry Euler, described as aforesaid	14	36	9	35.97
James McKenna	North-west ¼ of Southeast ¼	14	36	9	40
James McKenna	Lot 1 in South-east ¼	14	36	9	37

4710

John Brenock	North-east ¼ of South-east ¼	15	36	9	40
John Brenock	All that Part Lot 1 in Southeast ¼ of South-east ¼	15	36	9	35.20
John Brenock	Lot 2 in South-east ¼	15	36	9	29.75
John Brenock	Lot 3 in South-west ¼	15	36	9	29.75
Grace Douthett	All East ½ of West ½ Fraction of South-west ¼ South of River	15	36	9	14.52
Daisy Jameison	All west ½ of West ½ Fraction South-west ¼ South of River	15	36	9	14.52
Iola Jansen	All East ½ of East ½ fraction of South-west ¼ South of River	15	36	9	14.52
Wilton W. Johnston	All West ½ of East ½ fraction of South-west ¼ South of River	15	36	9	14.52

Hulda Proescholds	Part of Lot 4 in South-west ¼ Commencing 6.695 chains South of North-east corner, West 4.965 Chains South to River, North-east along River to point South of beginning, North to beginning	15	36	9	11
Eva Proescholdt	East 6.695 chains of Lot 4 in South-west ¼	15	36	9	11
Christ Rousch	Lot 4 in South-west ¼ (Ex. East 15.625 chains)	15	36	9	11
Ernstine Hammann	West 3.965 chains of East 15.625 chains of Lot 4 in South-west ¼	15	36	9	11
Charles Chick, Sr	East 10 acres of all North of Road of North-west ¼ of South-west ¼	15	36	9	10
4711					
Frank Hess	North-west ¼ of North-west ¼ (Ex. 10 acres on East side of that part North of road, and 5.66 acres East side of that part South of Road)	15	36	9	24.34
Frank Hess	Part South-west ¼ of North-west ¼ Commencing 20 chains South of North-west Corner section, South 6.50 chains, East 8.43 chains, North 5 degrees, East 6.53 chains, west 9 chains to place of beginning	15	36	9	5.66
Henry Hopp	Part West ½ of North-west ¼ commencing at South-west corner, East 20.10 chains to South-east corner, North 22.22 chains to center road, North 58 degrees, West 12 chains, South 5 degrees, West along ditch. 14.58 chains to West line, South 13.50 chains to place of beginning	15	36	9	40
Christ Rousch	Part of South-east ¼ of North-west ¼ commencing South-west corner, East 10.75 chains, North 19 chains to road, North-west to North-west corner, South to place of beginning	15	36	9	21

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4712					
Ernestine Hammann	Part South-east ¼ of North-west ¼, being all South of Road (Ex. West 10.75 chains thereof)	15	36	9	
Charles Chick	All North of Road of South-East ¼ of North-west ¼	15	36	9	
Richard Adams	North-east ¼ of North-west ¼	15	36	9	37
Hulda Prosecholds	Part of South-west ¼ of North-east ¼ commencing 3.67 chains East of South-west corner West 14.69 chains, North 13.03 chains, North-west to point North of beginning, South 16.44 chains to beginning	15	36	9	21
William George Chick	Part South-west ¼ of North-east ¼ commencing North East Corner South 30 rods 2—½ feet, North-west *fo* West line, North 9 Rods, 15 feet to North-west corner, East to place of beginning	15	36	9	9.75
4713					
Ernstine Hamman	West 3.67 chains of South-west ¼ of North-east ¼	15	36	9	
Eva Proescholdt	Part South ½ of North-east ¼ Commencing 1.75 chains West of South-east corner of South West ¼ of North-east ¼, North 13.03 chains, South 75 degrees 15 minutes, East 1.75 chains, North 16 chains, South 75 degrees, 15 minutes East to South side of railroad, South-east to East line, South to place of beginning	15	36	9	20
Peter Senzig	All North of Railroad of South ½ of South-east ¼ of North-east ¼	15	36	9	1
Henry Mueller	All North of ditch and Railroad of North ½ of South-east ¼ of North-east ¼	15	36	9	18
Edward Hess	South ½ of North-east ¼ of North-east ¼	15	36	9	20
Albert Hess	North ½ of North-east ¼ of North-east ¼	15	36	9	20

Ernest Guenther	All North of Road of North-east ¼ of North-east ¼	16	36	9	5
John A. Gavit	All South of road of North-east ¼ of North-east ¼	16	36	9	35
4714					
John A. Gavit	South-east ¼ of North-east ¼	16	36	9	40
Henry F. Reichardt	East ½ of North-west ¼ of North-east ¼	16	36	9	20
Henry Hopp	West ½ of North-west ¼ of North-east ¼	16	36	9	20
John Dietrich	West ½ of South-west ¼ of North-east ¼	16	36	9	20
John Henry Krug Heirs and Elizabeth Krug Heirs	Lot 14 or East ½ of South-West ¼ of North-east ¼	16	36	9	20
Henry Hopp	East ½ of North-east ¼ of North-west ¼	16	36	9	20
Henry P. Downey	West ½ of North-east ¼ of North-west ¼	16	36	9	20
John Dietrich	East ½ of North-west ¼ of North-west ¼	16	36	9	20
John Dietrich	West ½ of North-west ¼ of North-west ¼	16	36	9	20
John Marshall, Charles Beuter, Blasius Kammerer, Joseph Weibel and Peter Bruser	West ½ of South-west ¼ of North-east ¼	16	36	9	20
William Hopp	West 5—2/3 acres of East ½ of South-west ¼ of North-West ¼	16	36	9	5—2/3
4715					
Albert Hopp	East ½ of South-west ¼ of North-west ¼ (Ex. West 5—3/2 acres and East 8—7/10 acres)	16	36	9	19/300
Henry Hopp	West 5—2/3 acres of East 8.7 acres of East ½ of South-west ¼ of North-west ¼	16	36	9	5.23
Henry Hopp	East 3.034/1000 acres of East ½ of South-west ¼ of North-west ¼	16	36	9	3.034
Helmuth Hopp	West 5 acres of West ½ of South-east ¼ of North-west ¼	16	36	9	5

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Emma Drebenstadt	East ½ of West ½ of West ½ of South-east ¼ of North-west ¼	16	36	9	5
Heirs of Helmuth Hopp	East ½ of West ½ of South-East ¼ of North-west ¼	16	36	9	10
Heirs of Helmuth Hopp	East ½ of South-east ¼ of North-west ¼	16	36	9	20
Thomas F. Gorman and Ella Gorman	Lot 17	16	26	9	20.50
Julius Krug	Lot 18	16	36	9	23
Julius Krug	Lot 19	16	36	9	21.50/100

4716

R. W. Johnston	South-west ¼ of South-west ¼	16	36	9	40
Fred Dietrich	South-east ¼ of South-east ¼	16	36	9	40
John Zachau	Lot 20	16	36	9	21.50
John F. Jarnecke	Lot 21	16	36	9	21.50
John F. Jarnecke	Lot 25	16	36	9	14.57
John F. Jarnecke	Lot 26	16	36	9	14
George H. W. Schneider	Lot 22	16	36	9	21.25
George H. W. Schneider	Lot 23	16	36	9	22
Elizabeth H. Wicker, Carrie Wicker and Charles G. Wicker	Lot 24	16	36	9	26.25
Peter Crumpacker	West ½ of North-east ¼ of North-east ¼	17	36	9	20
Peter Crumpacker	West ½ of South-east ¼ of North-east ¼	17	36	9	20
John H. Bachmann	East ½ of North-east ¼ of North-east ¼	17	36	9	20
John H. Bachmann	East ½ of South-east ¼ of North-east ¼	17	36	9	20
Thomas Knoerzer	Part of North-west ¼ of North-east ¼ Commencing at North-west Corner, then South 527.7 feet, then East 897.1 feet, then North to North line, then West to place of beginning	17	36	9	10.86

4717					
Thomas Knoerzer	Part South-west ¼ of North-east ¼, commencing at South-west corner, then North 527.7 feet, then East 897.1 feet, then South to South line, then West to place of beginning	17	36	9	10.86
Thomas Knoerzer	Part South-west ¼ of North-East ¼, commencing at South-east corner, then North 1053.9 feet, then West 413.3 feet, then South 1054.2 to South line, then East to place of beginning	17	36	9	10
Joseph Knoerzer	Part North-east ¼ of North-east ¼ commenging 527.7 feet South of North-west corner, then South 527.7 feet, then East 897.1 feet, then North, 527.1 feet, then West 897.1 feet to place of beginning	17	36	9	10.86
Leonard Knoerzer	Part North-west ¼ of North-east ¼ Commencing 897.1 feet East of North-west corner, then South 1054.2 feet, then East 206.7 feet, then North 1054.2 feet to North line, then West 206.7 feet to place of beginning	17	36	9	5
4718					
Otto Knoerzer	Part North-west ¼ of North-east ¼, commencing at North-east corner, West 207.7 feet, South 1054.2 feet, East 206.7 feet to East line, North to place of beginning	17	36	9	5
Otto Knoerzer	Part South-west ¼ of North-east ¼ commencing 527.7 feet North of South-west corner, then North 527.7 feet, then East 897.1 feet, then South 527.1 feet, then West to place of beginning	17	36	9	10.86

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Herman Knoerzer	Part West ½ of South-east ¼ commencing 1055.4 feet South of North-west corner, then South 527.7 feet, then East 1310.5 feet to East line then North 526.8 feet, then West 1310.5 feet to place of beginning	17	36	9	15.86
Peter Crumpacker	North-east ¼ of North-west ¼	17	36	9	40
Peter Crumpacker	South-east ¼ of North-west ¼	17	36	9	40
4719					
Heirs of Helmuth Hopp	South-west ¼ of North-west ¼	17	36	9	40
Gustav Muenich	West 540.2 feet of North-west ¼ of North-west ¼	17	36	9	13.64
Christiana Bolloff	North-west ¼ of North-west ¼ (Ex. West 450.2)	17	36	9	22.85
George Prohl	Lot 3 (Ex. West 10.35 chains and Ex. part North of Chicago and Erie Railroad)	17	36	9	26
Heirs of Helmuth Hopp	West 10.35 Chains in Lot 3	17	36	9	40
Frederick Fampke	West 10 acres of West ½ of South-west ¼	17	36	9	10
Anna Prohl	East ½ of West ½ of South-west ¼	17	36	9	36.67
Anna Prohl	West ½ of West ½ of South-west ¼ (Ex. west 10 acres)	17	36	9	26.68
George Prohl	That part of the following lying in Lot No. 2 and South-west of the Chicago & Erie Railroad, commencing 10.35 chains East of North-west corner, in Lot 3, Then East 11.06 chains, South to River, West along River, to point South of beginning, the- North to place of beginning	17	36	9	
4720					
Peter Crumpacker	North-West ¼ of South-east ¼ (Ex. Railroad and Ex. Part owned by George Prohl, described as aforesaid)	17	36	9	

Peter Crumpacker	South-west ¼ of South-east ¼ (Ex. part owned by George Prohl described as aforesaid)	17	36	9	
Peter Crumpacker	West ½ of Lot 1	17	36	9	22.50
Peter Crumpacker	East ½ of Lot 1	17	36	9	22.50
Elizabeth J. Wicker, Carrie M. Wicker and Charles G. Wicker.	All South of River of South-east ¼	17	36	9	14
Fred Dietrich	North-west ¼ of North-east ¼	18	36	9	40
John Dietrich	North 30 acres of South-west ¼ of North-east ¼	18	36	9	30
Gary Jarnecke	West 22.95 acres of North-east ¼ of North-east ¼	18	36	9	22.95
Francis Hopp, August Hopp, Herman Hopp and Lida Hopp	East 17.11 acres of North-east ¼ of North-east ¼	18	36	9	17.11
Mary Schneider	South-east ¼ of North-east ¼	18	36	9	40
Ernest G. Schreiber	North-west ¼ of North-west ¼	18	36	9	32.73

4721

Ernest G. Schreiber	South-west ¼ of North-west ¼	18	36	9	32.75
Kramer and Kaufman	North-east ¼ of North-west ¼	18	36	9	40
John F. Jarnecke	South-east ¼ of North-west ¼	18	36	9	40
John F. Jarnecke	West ½ of Lot 3	18	36	9	31.96
John F. Jarnecke	East ½ of Lot 3	18	36	9	31.96
Caroline Klootwyk	West ½ of Lot 4	18	36	9	31
Caroline Klootwyk	East ½ of Lot 4	18	36	9	31
Robert L. Wilson	All South of River of South-east ¼ of Southeast ¼ (Ex. West 22.98 rods and East 30.49 rods)	18	36	9	9
Walter Kroustwyk	West 22.98 rods of that part of South-east ¼ of South-east ¼ South of River	18	36	9	..
John J. Kraay	East 30.49 rods of that part of South-east ¼ of South-east ¼ outh of River	18	36	9	..
Caroline Stallbohm	West 32 rods of that part of outh-west ¼ of South east ¼ South of River	18	36	9	..

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Charles E. Stallbohn.....	East 48 rods of that part of Southwest ¼ of Southeast ¼ South of River.....	18	36	9	..
4722					
George W. Schneider.....	East 12.50 acres of Lot 2.....	18	26	9	12.50
John H. Bachmann.....	West 39.17 acres of Lot 2.....	18	36	9	39.17
William Krug.....	West 1/9 of West 45.87 Ac. in Lot 1.....	18	36	9	5.09
August Krug.....	East ½ of West 2/9 of West 45-85/100 acres in Lot 1.....	18	36	9	5.09
Julius Krug.....	East 1/3 of West 3/9 of West 45-82/100 acres in Lot 1.....	18	36	9	5 09
Minnie Hayes.....	East ¼ of West 4/9 of West 45-82/100 acres in Lot 1.....	18	36	9	5.09
Mary Krum.....	East 1/5 of West 5/9 of West 45-82/100 acres in Lot 1.....	18	36	9	5.09
Elia Overhen.....	East 1/6 of West 6/9 of West 45-82/100 acres in Lot 1.....	18	36	9	5.09
Sebastian Krug.....	East 1/7 of West 7/9 of West 45-82/100 acres in Lot 1.....	18	36	9	5.09
Henry Krug.....	East 1/8 of West 8/9 of West 45-82/100 acres in Lot 1.....	18	36	9	5.09
Sebastian Krug.....	East 1/9 of West 45-82/100 Acres in Lot 1.....	18	36	9	5.09
4723					
Frederich Rampke.....	Lot 1 (Ex. West 45-82/100 Ac.).....	18	36	9	20
Caroline Stallbohm.....	West 32 rods of North-west ¼ of North-east ¼....	19	36	9	16
Caroline Stallbohm.....	East 48 rods of North-west ¼ of South-west ¼ (Ex. ½ acre in North-west corner North and South 8 rods, East and West 10 rods).....	19	36	9	23½
Charles E. Stallbohm.....	East 48 rods of North-west ¼ of North-east ¼....	19	36	9	24

Charles E. Stallbohm	Part North-west ¼ of South-east ¼, commencing 48 rods West of North-east corner, South 8 rods, East 10 rods, North 8 rods, West 10 rods, to place of beginning	19	36	9	½
Walter Kroustwyk	West 22-98/100 rods of East ½ of North-east ¼	19	36	9	22.98
Wiebren H. Terpstra	West 179.6 feet of East ½ of North-east ¼	19	36	9	10
Ekke Vanderwall	East 258.15 feet of West 26.53 rods of East 57.02 rods of East ½ of North-east ¼	19	36	9	14
John J. Kraay	East 30.49 rods of East ½ of North-east ¼	19	36	9	30.49
Elizabeth J. Wicker, Carrie M. Wicker and Charles G. Wicker.	North-west ¼ of North-east ¼	19	36	9	40
4724					
Elizabeth J. Wicker, Carrie M. Wicker and Charles G. Wicker.	North-east ¼ of North-east ¼	19	36	9	40
Elizabeth J. Wicker, Carrie M. Wicker, and Charles G. Wicker.	South-west ¼ of North-east ¼	19	36	9	9
Peter Wiers	West 9 Chains of South-east ¼ of North-east ¼	20	36	9	9
Dominick Dvorak	East 2 acres of that part South of road of West 8 chains of North-east ¼ of South-east ¼	20	36	9	2
William Snipp	East 3 chains of West 11 chains of South-east ¼ of North-east ¼	20	36	9	6
Dingeman Jabaay	East 3 chains of West 14 chains of South-east ¼ of North-east ¼	20	36	9	6
Maaike Klootqyk	East 3 Chains of West 17 chains of South-east ¼ of North-east ¼	20	36	9	6
Anna Snipp	East 3 Chains of South-east ¼ of North-east ¼	20	36	9	6
4725					
Charles G. Wicker, Elizabeth J. Wicker, and Carrie M. Wicker.	East ½ of East ½ of North-west ¼	20	36	9	40

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Charles G. Wicker, Elizabeth J. Wicker, and Carrie M. Wicker.	North-west ¼ (Ex. the West 1924.9 feet)	20	36	9	3.34
Peter Kikkert	West 31.11 acres of that part of West ½ North of road	20	36	9	31.11
Peter Kikkert	East 31.11 acres of West 900 feet of part of West ½ North of road	20	36	9	31.11
Fred Klooster	Part West ½ commencing 900 feet East of North-west corner, South 3093.9 feet to center road, East along road 354.4 feet, North to North line Section, West 384.4 feet to place of beginning	20	36	9	25
Albert Kockstra	Part West ½, commencing 1248.4 feet East of North-west corner, South to Center road, East along road 347.4 feet, North to North line of Section, West 341.5 feet to place of beginning	20	36	9	25
4726					
John Heemstra	Part West ½, commencing 1589.9 feet East of North-west corner, South to center road, East along road 340.8 feet, North to North line of Section, West 335 feet to place of beginning	20	36	9	25
Wilton W. Johnson	East ½ of North-east ¼ of North-east ¼	21	36	9	20
Grace Douthett	West ½ of North-east ¼ of North-east ¼	21	36	9	20
Iola Jensen	East ½ of North-west ¼ of North-east ¼	21	36	9	20
Daisy Jamieson	West ½ of North-west ¼ of North-east ¼	21	36	9	20
Susan Clough	South-west ¼ of North-east ¼	21	36	9	40
Susan Clough	South-east ¼ of North-east ¼	21	36	9	40
Elizabeth J. Wicker, Carrie M. Wicker, and Charles G. Wicker.	North-west ¼ of North-west ¼	21	36	9	40
Susan Clough	South-east ¼ of North-west ¼	21	36	9	40
Susan Clough	West ½ of North-east ¼ of North-west ¼	21	36	9	20
Rhoda J. Johnston	East ½ of North-east ¼ North-west ¼	21	36	9	20

4727					
Anna Snipp	West 4 chains of South-west ¼ of North-west ¼	21	36	9	8
Dingeman Jabaay	East 8 Chains, West 12 chains, of South-west ¼ of North-west ¼	21	36	9	16
William Snip	East 4 chains of West 16 chains of South-west ¼ of North-west ¼	21	26	9	8
Indiana Harbor Railroad Company.	East 4 chains of South-west ¼ of North-west ¼	21	36	9	8
Amarilla B. Mulvey, Arthur B. Mulvey, Richard Mulvey, and Julia F. M. Armstrong	North-west ¼ of South-west ¼	21	26	9	40
Amarilla B. Mulvey, Arthur B. Mulvey, Richard Mulvey and Julia F. M. Armstrong	All east of railroad and North of center line Garfield Avenue of North-east ¼ of South-west ¼	21	36	9	16
4728					
Samuel M. St. Clair	Fraction of North-east ¼ North-east ¼	22	36	9	36.42
Samuel M. St. Clair	South-east ¼ of North-east ¼	22	36	9	40
Theodore Laible	South-west ¼ of North-east ¼	22	36	9	40
Theodore Laible	Fraction of North-west ¼ of North-west ¼	22	36	9	2
Iola Jansen	East ½ of East ½ of East ½ of North-west ¼	22	36	9	20
Iola Jansen	East ½ of West ½ of North-west ¼ of North-west ¼	22	36	9	10
Grace Douthett	East ½ of West ½ of East ½ of North-west ¼	22	36	9	20
Grace Douthett	West ½ of East ½ of North-west ¼ of North-west ¼	22	36	9	10
Daisy Jameison	West ½ of East ½ of East ½ of North-West ¼	22	36	9	20
Daisy Jameison	West ½ of West ½ of North-west ¼ of North-west ¼	22	36	9	10

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Wilton W. Johnston	West ½ of West ½ of East ½ of North-west ¼	22	36	9	20
Wilton W. Johnston	East ½ of East ½ of North-west ¼ of North-west ¼	22	36	9	10
Susan Clough	South-west ¼ of Northwest ¼	22	36	9	40
4729					
Grace Douthett	East ½ of West ½ of North-East ¼ of South-west ¼	22	36	9	10
Daisy Jameison	West ½ of East ½ of North-east ¼ of South-west ¼	22	36	9	10
Iola Jansen	East ½ of East ½ of North-east ¼ of South-west ¼	22	36	9	10
Wilton W. Johnston	West ½ of West ½ of North-east ¼ of South-west ¼	22	36	9	10
Susan Clough	North-west ¼ of South-west ¼	22	36	9	40
John Zyp	East ½ of West ½ of East ½ of South-east ¼	22	36	9	20
Peter Zyp	West ¼ of East ½ of South-east ¼	22	36	9	20
Peter Vanderwall	West 1/3 of East ½ of East ½ of South-east ¼	22	36	9	13⅓
John J. Kleinman	East 26 2/3 rods of East ½ of South-east ¼	22	36	9	26⅔
John Kleinman	North-west ¼ of South-east ¼ (Ex. 2 acres on South-east corner, commencing South east corner, then North 16 rods, West 20 rods, South 16 rods, East 20 rods to place of beginning	22	36	9	38
John C. Seberger	All North of River of North-east ¼	23	36	9	14.30
Fredericka Nemitz	West ½ of West ½ of South ½ of South-east ¼ of North-east ¼	23	36	9	5
George Nemitz	West ½ of East 15 acres of South ½ of South-east ¼ of North-east ¼	23	36	9	7½
4730					
Josephine Nemitz	East ½ of East 15 acres of South ½ of South-east ¼ of North-east ¼	23	36	9	7½

Elizabeth A. Nickel	West ¼ of Lot 1 (Ex. South 20 acres of Lot 1)	23	36	9	9
William Ewen	East ½ of West ½ of Lot 1 (Ex. 20 acres in Lot 1)	23	36	9	9
Henry Ewen	West ½ of East ½ of Lot 1 (Ex. South 20 acres of Lot 1)	23	36	9	9
Ellen Ewen	East ¼ of Lot 1 (Ex. South 20 acres of Lot 1	23	36	9	9
Alice Weyhe	All South of River of West ½ of West ½ of North-east ¼	23	36	9	31
Robert Raudham	All Sough of River of East ½ of West ½ of North-east ¼	23	36	9	31
Samuel M. St. Clair	South-west ¼ of *H*orth-west ¼	23	36	9	40
Samuel M. St. Clair	Lot 4 in North-west ¼	23	36	9	36
Alice Weyhe and Matilda Winderhoff	East ½ of South-east ¼ of North-west ¼	23	36	9	20
Alice Weyhe and Matilda Winderhoff	East ½ of East ½ of South-west ¼	23	36	9	40
4730½					
Frank Weyhe, Sr.	East ½ of Lot 3	23	36	9	15.05
Frank Weyhe, Sr.	East ½ of West ½ of South-east ¼ of North-west ¼	23	36	9	10
Robert Randhan	West ½ of Lot 3	23	36	9	15.05
Robert Rahdham	West ½ of West ½ of South-east ¼ of North-west ¼	23	36	9	10
Robert Randhan	West ½ of West ½ of East ½ of South-west ¼	23	36	9	20
Frank Weyhe, Sr.	East ½ of West ½ of East ½ of South-west ¼	23	36	9	20
Horace Lohse	West ½ of West ½ of South-west ¼	23	36	9	40
John Hansen	West 1/3 of East ½ of West ½ of South-west ¼	23	36	9	13⅓
Cornelius Vanstright, Heirs	East 2/3 of East ½ of West ½ of South-west ¼	23	36	9	26⅔
Johanna McIntyre	East ½ of East ½ of South-east ¼	23	36	9	40
Johanna McIntyre	West ½ of East ½ of South-east ¼	23	36	9	40
Elice Weyhy	West 1/3 of West ½ of South-east ¼	23	36	9	26⅔
Robert Randhan	East ½ of West 2/3 of West ½ of South-east ¼	23	36	9	26⅔

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4731

Adolph Hufenhauser	East 1/3 of West ½ of South-east ¼	23	36	9	26⅔
Frank Buse	North ½ of North-east ¼ of North-east ¼	24	36	9	20
Ernse Buse	Lot 1 (Ex. North 20 acres)	24	36	9	37.40
Matthias Seberger	East 35 1/3 acres in Lot 2	24	36	9	35⅓
Barbara A. Grimmer	West 17 2/3 acres in Lot 2	24	36	9	17⅔
Nicholas Seberger	East 20 acres in Lot 3	24	36	9	20
Joseph Seberger	Lot 3 (Ex. East 20 acres)	24	36	9	28
Frank B. Scheidt	Part North-west ¼ of North-west ¼, commencing 40 feet South of North-east corner, then west 268 feet, South 511 feet to West line road, North-east to place of beginning	24	36	9	1.59
Helen Wein	Lot 4 (Ex. 1.59 acres owned by Frank Scheidt, heretofore described)	24	36	9	31.51
Julius J. Nemitz	West 7½ acres of South 26.60 acres in Lot 5	24	36	9	7½
Mary Proeschold	East ½ of West 15 acres of South 26.60 acres in Lot 5	24	36	9	7½
Henri Nemitz	East 1/3 of West 22½ acres of South 26.60 acres in Lot 5.	24	36	9	7½
Fredericka Nemitz	East 4.10 acres of South 26.60 acres in Lot 5	24	36	9	4.10

4732

Louis Ewen	Lot 5 (Ex. South 26.60 acres)	24	36	9	8
Fredericka Nemitz	North 14 acres of West ½ of South-west ¼	24	36	9	14
Mary Proeschold	South 14 acres of North 28 acres of West ½ of South-west ¼	24	36	9	14
Julius John Nemitz	North 12 acres of South 37 acres of West ½ of South-west ¼	24	36	9	12

Henry Nemitz	South 15 acres of North 43 acres of West ½ of Southwest ¼	24	36	9	15
Josephine Nemitz	North 13 acres of South 25 acres of West ½ of South west ¼	24	36	9	13
George Nemitz	South 12 acres of West ½ of South-west ¼	24	36	9	12
Edward Randhan	West ½ of Lot 6	24	36	9	21.35
Edward Randhan	West ½ of South-east ¼ of South-west ¼	24	36	9	20
Ida Harding	East ½ of Lot 6	24	36	9	21.35
Ida Harding	East ½ of South-east ¼ of South-west ¼	24	36	9	20
Gostlin, Meyn & Co.	West ½ of Lot 7 (Ex. Railroad)	24	36	9	27.51
Simon Koedyker	East ½ of Lot 7	24	36	9	29.35
Cornelius J. Schoon	West 328.25 feet of Lot 8	24	36	9	..
Simon J. Schoon	West 658 feet of Lot 8	24	36	9	..
4733					
Dirk J. Schoon	Lot 8 (Ex. East 658 feet and West 328.25 feet)	24	36	9	..
Alvina Muenich	South 20 rods of South-east ¼ of South-east ¼	12	36	10	10
Gustave Zachau	North ½ of South ½ of South-east ¼ of South-east ¼	12	36	10	10
George Zachau	South ½ of North ½ of South-east ¼ of South-east ¼	12	36	10	10
John Zachau	North ½ of North ½ of South-east ¼ of South-east ¼	12	36	10	10
John Zachau	South 10 rods of West ½ of North-east ¼ of South-east ¼	12	36	10	2½
George Zachau	North 10 rods of South 20 rods of west ½ of North-east ¼ of South-east ¼	12	36	10	2½
Johanna Hansen	North 10 rods of South 30 rods of West ½ of North-east ¼ of South-east ¼	12	36	10	2½
Alvina Muenich	North 10 rods of South-west ¼ of South-east ¼	12	36	10	2½

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Gustav Zachau	South ½ of South ½ of North-west ¼ of North-east ¼ of South-east ¼	12	36	10	2½
4734					
Bertha Anderson	North ½ of South ½ of North-west ¼ of North-east ¼ of South-east ¼	12	36	10	2½
Emma Loescher	South ½ of North ½ of North-west ¼ of North-east ¼ of South-east ¼	12	36	10	2½
Ida Engle	North ½ of North ½ of North-west ¼ of North-east ¼ of South-east ¼	12	36	10	2½
August Schreiber	North-west ¼ of South-east ¼ (Ex. West 301.75 feet)	12	36	10	30.80
August Schreiber	South-west ¼ of South-east ¼ (Ex. 301.75 feet)	12	36	10	30.80
Mary Eggers	North 20 acres of South-west ¼	12	36	10	20
Emma Zachau	North 13.144 acres of South 7.22 chains of South-west ¼	12	36	10	13.144
Herman Rausch	South 7.22 chains of South-west ¼ (Ex. North 13.144 acres	12	36	10	1.266
Frank Planer	Part South-west ¼ commencing 15.78 chains South of North-east corner, West to West line, South 8.50 chains East to East line, North 8.50 chains to place of beginning	12	36	10	23.36
4735					
Frank and Martha Hess	Part South-west ¼ commencing 1,809.4 feet South of North-east corner, West to West line, South 354.08 feet, East to East line, North 354.08 feet to place of beginning	12	36	10	14.753

John Hodel	Part South-west ¼ commencing 24.28 chains South of North-east corner, West to West line, South 206.92 feet, East to East line, North 206.92 feet to place of beginning	12	36	10	8.606
Emma Neubert	Part South-west ¼ Commencing 7.28 chains South of North-east corner, West 12.93 chains, South 2.83 1/3 chains, East to east line, North to place of beginning	12	36	10	3.677
Hattie Lohse	Part South-west ¼ Commencing 10.11½ chains South of North-east corner West 12.98 chains, South 2.83 1/3 chains, East to East line, North to place of beginning	12	36	10	3.677
4736					
August and Ida Nauman	Part South-west ¼ commencing 12.94-2/3 chains South of North-east corner West 12.98 chains, South 2.83-1/3 chains, East to East line, North to place of beginning	12	36	10	3.677
Ida S. Neuman	Part South-west ¼ commencing 7.28 chains South and 12.98 chains West of North-east corner, West 14.50 chains to West line South 2.83-1/3 chains, East 14.50 chains, North to place of beginning	12	36	10	4
Carrie S. Pohlplatz	Part South-west ¼ commencing 10.11-1/3 chains South and 27.48 chains West of North-east corner, South 2.83-1/3 chains, North 2.83-1/3 chains, West to place of beginning	12	36	10	4
William Schneider	Part South-west ¼ commencing 15.78 chains South and 27.48 chains West of North-east corner, North 2.83-1/3 chains, East 14.50 chains, South 2.83-1/3 chains, West to place of beginning	12	36	10	4

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4737

Augusta Paulina Schreiber and Herman Schrieber	North-east ¼ of North-east ¼	13	36	10	40
Augusta Paulina Schrieber and Herman Schreiber	South-east ¼ of North-east ¼	13	36	10	40
Augusta Paulina Schreiber and Herman Schreider	North of River of North-east ¼ of South-east ¼	13	36	10	8.40
Chicago, Indianapolis & Louisville Railway Company	That part of following lying in Lot 2, commencing at North line of Section and at East line or right of way of Chicago, Indianapolis and Louisville Railroad, then East 250 feet, South 1,120 feet, East 100 feet, South 370 feet, West 200 feet, Southwest to point 1,790 feet South of North line and 37 feet from East line of Railroad, South to South line of Section, West 37 feet to right of way, North to place of beginning	13	36	10	..

4738

William Camp	West ½ of Lot 2 (Ex. the West part thereof owned by the Chicago, Indianapolis & Louisville Railway Co., heretofore described	13	36	10	..
William Camp	East ½ of Lot 2	13	36	10	27.10
Herman Rausch	North 12.20 acres in Lot 1	13	63	10	12.20
Christian Rausch	South 16.931 acres of North 29.131 acres in Lot 1	13	36	10	16.931
Frederick Rausch	Lot 1, (Ex. North 29.131 acres)	13	36	10	16.930
Charles H. Dolton	All South of River of North-west ¼ of North-west ¼	13	36	10	1–1/8
Tenna and Swets De Vries	Lot 7 of Giel Swets' Subdivision	13	36	10	19

Sara Swets Ovins	Lot 8 of Giel Swets' Subdivision	13	36	10	18½
Mary E. and Henry M. Cathcart	North-west ¼ of South-west ¼	32	37	7	40
Mary E. and Henry M. Cathcart	North-west ¼ of Southeast ¼	32	37	7	40
4739					
Mary E. and Henry M. Cathcart	South-west ¼ of South-east ¼ (Ex. railroad)	32	37	7	40
Mary E. and Henry M. Cathcart	South-east ¼ of South-east ¼ (Ex. Railroad)	32	37	7	30.50
Edward P. and Flora S. Ames	West ½ of West ½ of South ½ (Ex. Railroad)	32	36	7	39.41
Edward P. and Flora S. Ames	East ½ of West ½ of West ½ of South ½ (Ex. railroad)	32	37	7	39.40
Malvina B. and J. Ogden Armour	West ½ of East ½ of West ½ of South ½ (Ex. Railroad)	32	37	7	38.84
Malvina B. and J. Ogden Armour	East ½ of East ½ of West ½ of South ½ (Ex. Railroad)	32	37	7	38.84
4740					
Adam J. Weckler	East ½ of Lot 3 (Ex. Railroad)	33	37	7	22.25
Adam J. Weckler	West ½ of Lot 3 (Ex. Railroad)	33	37	7	22.25
Adam J. Weckler	East ½ of Lot 4 (Ex. Railroad)	33	37	7	27.75
Adam J. Weckler	West ½ of Lot 4 (Ex. Railroad)	33	37	7	27.75
Frank L. Faulkner	Lot 5 (Ex. Railroad)	33	37	7	32.30
Adam J. Weckler	East ½ of Lot 6 (Ex. Railroad)	33	37	7	25.90
Adam J. Weckler	West ½ of Lot 6 (Ex. Railroad)	33	37	7	25.90
Marguerite M. Hart	Lot 7 (Ex. Railroad)	33	37	7	31.40
Marguerite M. Hart	Lot 8 (Ex. Railroad)	33	37	7	32
4741					
John Becker	Part Lot 4, North west ¼ Commencing 20 rods South of the North West corner of Lot 4 South 20 rods, Easterly parallel with Railroad 23 rods, North 20 rods, West 23 rods to place of beginning.	16	36	7	2.90

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Charles Seydel	Part of Lot 4, North West ¼ commencing at the South West corner of Lot 4, East 40 rods, North 20 rods, West 40 rods, South 20 rods to beginning.	16	36	7	5
Wm. T. Cushing	Lot 4, North West ¼ (Except 10 acres off South end thereof, and also except a piece of land in the North West corner of said lot commencing at the North West corner, and from thence running South 40 rods, Thence East and parallel to railroad 23 rods thence North 20 rods, thence East and parallel to Railroad 26 rods, thence North 20 rods to the railroad, thence Westerly on Railroad 49 rods to the place of beginning)	16	36	7	34
4742					
Nicholas Fry	Strip of land 10 rods wide East and West lying immediately East of and Adjoining lots 3, 4, and 5, Ed Saunder's Addition to Lake Station	16	36	7	75/100
Philip Schneider	Strip East of Lots 1 and 2, Ed Saunder's Addition to Lake Station, 10 rods wide, East and West	16	36	7	½
Katharina Bauermeister	Part of North West ¼ Commencing at point 13 rods East of North East corner of Lot 1, Ed. Saunder's Addition to Lake Station, then East along Railroad 16 rods, then South 20, then Westerly 16 rods, then North 20 rods, to beginning	16	36	7	1
Nicholas Fry	West ½, Lot 5	9	36	7	..
Nicholas Fry	That part of Lot 3 lying South of West ½ of Lot 5 of Section 9, Township 36, Range 7	16	36	7	..
Michael Reich	East ½ of East ½ of Lot 4	9	36	7	..

4743					
Michael Reich	Part of Lot 5, lying South of East ½ of East ½ of Lot 4 in Section 9, Township 36, Range 7	16	36	7	
John N. Bos	Part of Lot 12, Commencing on the East line 600 feet South of Gravel Road, North 600 feet, Westerly 650 feet, South 200 feet, South East to beginning	16	36	7	5.96
Susan Kappelman	Part of the East ½ of Lot 12, South of Ed Saunder's Addition to Lake Station (Except that part owner by John N. Bos, above described)	16	36	7	
Charles Thorn	Part of Lots 7, 8, 9, and 10, Edward Saunder's addition to Lake Station, commencing 30 feet South of the South West corner of Lot 6, East 200 feet, south to North line of gravel road, West to South West corner of Lot 10, North to beginning	16	36	7	
Nicholas Fry and Margaret Fry	Lots 3, 4, 5, and 6, Edward Saunder's Addition to Lake Station	16	36	7	
4744					
Nicholas Fry and Margaret Fry	North 30 feet of West 209 feet, lot 7, Edward Saunder's Addition to Lake Station	16	36	7	
Nicholas Fry	Lots 7, 8, 9 and 10, Except West 209 feet thereof, Edward Saunder's Addition to Lake Station	16	36	7	
Philip Schneider	Lots 1 and 2, Edward Saunder's Addition to Lake Station	16	36	7	

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Name.	Description.
Richard Schaaf, Jr., as township Trustee of North Township.....	All the public highways of North Township which are situated within the marsh and low grounds comprising the Little Calumet River Basin.
William C. Kunert, as Township Trustee of Calumet Township....	All the public highways of Calumet Township, which are situated within the marsh and low grounds comprising the Little Calumet River Basin.
Alvin Wild, as Township Trustee of Hobart Township	All the public highways of Hobart Township, which are situated within the marsh and low grounds, comprising the Little Calumet River Basin.
4745	
The Town of Miller, Indiana	All the streets and alleys and public highways of the town of Miller, which are situated within the marsh and low grounds comprising the Little Calumet River basin.
The Town of Tolleston, Indiana	All the streets and alleys and public highways of the town of Tolleston, which are situated within the marsh and low grounds comprising the Little Calumet River basin.
The Town of Gary, Indiana	All the streets and alleys and public highways of the Town of Gary, which are situated within the marsh and low grounds comprising the Little Calumet River basin.
The Town of Munster, Indiana	All the streets and alleys and public highways of the town of Munster, which are situated within the marsh and low grounds comprising the Little Calumet River basin.

The Town of East Gary..	All the streets and alleys and public highways of the town of East Gary, which are situated within the marsh and low ground comprising the Little Calumet River basin.
4746	
Michigan Central Railroad Co.	Right of way of the Michigan Central Railroad Co. through Sections 16, 17 and 18, Township 36, Range 7 West, also through Sections 11, 13 and 14, Township 36, Range 8 West, Lake County, Indiana.
Joliet & Northern Indiana Railroad Co. (Sometimes called Joliet Cut-off of Michigan Central Railroad Co.).....	Right of way of the Joliet and Northern Indiana Railroad Co. (sometimes called Joliet cut-off of Michigan Central Railroad Co.) through Sections 17 and 18, Township 36, Range 7 West, also, through Sections 24, Township 36, Range 8 West, Lake County, Indiana.
Pittsburgh, Fort Wayne & Chicago Railroad Co...	Right of way of the Pittsburgh, Fort Wayne and Chicago Railroad Co., through Sections 23, 14 and 15, Township 36, Range 8 West, Lake County, Indiana.
New York, Chicago & Saint Louis Railroad Co.	Right of way of the New York, Chicago and Saint Louis Railroad Co. through Sections 19 and 20, Township 36, Range 8 West, also, through Sections 14, 15 and 24, Township 36, Range 9 West, Lake County, Indiana.
Chicago and Erie Railroad Co.	Right of way of the Chicago and Erie Railroad Co. through Sections 17, 20, and 21, Township 36, Range 9 West, Lake County, Indiana.
4747	
J. P. Goodrich, Receiver for the Chicago, Cincinnati & Louisville Railroad Co.	Right of way through Sections 17, 20 and 21, Township 36, Range 9 West, Lake County, Indiana.

Indiana Harbor Railroad Co.	Right of way of Indiana Harbor Railroad Co. through Sections 16 and 21, Township 36, Range 9 West, Lake County, Indiana.
Elgin, Joliet and Eastern Railway Co. (Also called Griffith and Northern Railway Co.).....	Right of way of Elgin, Joliet and Eastern Railway Co. (Also called Griffith and Northern Railway Co.) through Sections 14 and 23, Township 36, Range 9 West, Lake County, Indiana.

Porter County.

The following described property is located in Porter County, Indiana:

Name.	Description.	Sec.	Town.	Range.	Acres.
Benjamin Fifield & Clarence E. Fifield	27.48 acres off North end of West ½ of Fractional North West ¼	6	36	6	27.48
Benjamin Fifield & Clarence E. Fifield	40 acres off South end of West ½ of Fractional North West ¼	6	36	6	40
Benjamin Fifield & Clarence E. Fifield	20.62 acres off North end of East ½ of Fractional North West ¼	6	36	6	20.62
Benjamin Fifield & Clarence E. Fifield	40 acres off South end of East ½ of Fractional North West ¼	6	36	6	40
John A. Samuelson	21.14 acres off North end of that part of Fractional North East ¼	6	36	6	21.14
John A. Samuelson	40 acres off North end of that part of fractional North East ¼ which lies West of Salt Creek	6	36	6	40
Walter L. Johnson	21.65 acres off North end of that part of Fractional North East ¼ which lies East of Salt Creek	6	36	6	21.65
4749					
Walter L. Johnson	40 acres off South end of that part of Fractional North East ¼ which lies East of Salt Creek	6	36	6	40
Jennie S. Field	17.45 acres off North end West ½ of Fractional North West ¼	1	36	7	17.45
Jennie S. Field	40 acres off South end of West ½ of Fractional North West ¼	1	36	7	40
Jennie S. Field	22.22 acres off North end of East ½ of Fractional North West ¼	1	36	7	22.22

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Jennie S. Field	40 Acres off South End of East ½ of Fractional North West ¼	1	36	7	40
Jennie S. Field	40 acres off South end of West ½ of North East ¼	1	36	7	40
Jennie S. Field	21.66 Acres off North end of West ½ of Fractional North East ¼	1	36	7	21.66
4750					
Jennie S. Field	21.10 Acres off North end of East ½ of Fractional North East ¼	1	36	7	21.10
Jennie S. Field	40 Acres of the South end of East ½ of Fractional North East ¼	1	36	7	40
Hjalmar Carlson	North West ¼ of South West ¼	1	36	7	40
Swan Swanson	22.72 Acres (except 1 acre in North West corner) off North end of West ½ of Fractional North West ¼	2	36	7	21.72
Swan Swanson	40 Acres off South end of West ½ of Fractional North West ¼ (North of Calumet River)	2	36	7	40
John A. Danielson	That part of East ½ of Fractional North West ¼ which lies North of Calumet River	2	36	7	40
Harriett W. Miller	That part of West ½ of South West ¼ which lies West and North of the Calumet River (Part of Lot 5)	2	36	7	
4751					
Peter Crumpacker	That part of North West ¼ which lies South of Calumet River	2	36	7	24.50
Peter Crumpacker	18.75 Acres off North end of that part of West ½ of South West ¼ which lies East of the Calumet River	2	36	7	18.75

Peter Crumpacker	40 Acres off South end of that part of West ½ of South West ¼ which lies South of the Calumet River	2	36	7	40
Peter Crumpacker	North East ¼ of the South West ¼	2	36	7	40
Peter Crumpacker	South East ¼ of South West ¼	2	36	7	40
Jane E. Crisman	19.69 Acres off that part of West ½ of Fractional North East ¼, which lies South and East of Calumet River	2	36	7	19.69
Jane E. Crisman	South 40 acres of West ½ of Fractional North East ¼	2	36	7	40
4752					
Jane E. Crisman	North West ¼ of the South East ¼	2	36	7	40
Isaac Crisman	South West ¼ of the South East ¼	2	36	7	40
Hjalmar Carlson	South East ¼ of the South East ¼	2	36	7	40
Hjalmar Carlson	South ½ of the North East ¼ of the South East ¼	2	36	7	20
Joseph Bender	North ½ of the North East ¼ of the South East ¼	2	36	7	20
Jennie S. Field	South 40 Acres of East ½ of Fractional North East ¼	2	36	7	40
Jennie S. Field	North 22.87 Acres of the East ½ of the Fractional North East ¼ (South of Calumet River)	2	36	7	22.87
Peter Crumpacker	All that part of the West 40 rods of the West ½ of the North West ¼ (North of Indiana Boundary line)	32	37	6	30.42
Peter Crumpacker	All that part of the West 40 rods of West ½ (North of the Calumet River)	32	37	6	30.40
4753					
S. A. Samuelson	East 40 acres of West 100.82 Acres (North of Calumet River)	32	37	6	40
S. A. Samuelson	East 40 acres of West 140.82 acres (North of Calumet River)	32	37	6	40

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S. A. Samuelson	East 40 acres of West 180.82 acres (North of Calumet River)	32	37	6	40
S. A. Samuelson	West 40 acres of East 112.50 acres (North of Calumet River)	32	37	6	40
S. A. Samuelson	West 40 acres of East 152.50 acres (North of Calumet River)	32	37	6	40
S. A. Samuelson	West 13.61 acres of East 164.11 acres (North of Calumet River)	32	37	6	13.61
Anna Julia Carlson	West 40 acres of Fractional East ½ of North East ¼ (North of Calumet River)	32	37	6	40
Anna Julia Carlson	East 29.65 Acres of Fractional East ½ (North of Calumet River)	32	37	6	29.65
Albert Nyquist	West ½ of Lot 4 in South West ¼ of South West ¼	32	37	6	28.20
4754					
Albert Nyquist	East ½ of Lot 4 in South West ¼ of South West ¼	32	37	6	28.20
John & Louisa Lawson	North ½ of East ½ of South West ¼ (South of Calumet River)	32	37	6	39
John & Louisa Lawson	All that part of Lots 1 and 2 in South ½ of North East ¼ (South of Calumet River)	32	37	6	37.63
John & Louisa Lawson	North West ¼ of South East ¼	32	37	6	40
John & Louisa Lawson	North East ¼ of South East ¼	32	37	6	40
Peter Dahlgren	South East ¼ of South West ¼ (Except 5 acres in South West corner)	32	37	6	35
Charles J. Blank, Fredericka Blank Swan Blank, Kanute J. Blank and Hannah Blank Johnson	5 acres in South West Corner of South East ¼ of South West ¼, being 20 rods North and South, by 40 rods East and West	32	37	6	5
Charles Rhoda, Jr.	South West ¼ of the South East ¼	32	37	6	40

4755					
William Boo	South East ¼ of the South East ¼	32	37	6	40
Charles Westergren	West 10.80 acres off West side of Lot 2 in South East ¼	3	36	7	10.80
Charles Johnson	East 11.25 acres of West 22.05 acres of Lot 2 in South East ¼	3	36	7	11.25
Charles Johnson and D. Strom	East 28.60 acres of Lot 2 in South East ¼	3	36	7	28.60
John Malmstein	South West ¼ of South West ¼ (South of the old river bed)	3	36	7	7
Jacob Lenburg, Jr.	South West ¼ of South East ¼ (South of River)	3	36	7	29.35
Jacob Lenburg, Jr.	South East ¼ of South West ¼ (South of River)	3	36	7	17.39
Wabash Railroad	That part of West ½ of South West ¼ (South of Baltimore & Ohio Ry.)	3	36	7	3
Mary C. Rushmore	North 40 acres of Lot 4 in West ½ of South West ¼	3	36	7	40
4756					
Mary C. Rushmore	South 26 acres of Lot 4 in West ½ of South West ¼	3	36	7	26
Mary C. Rushmore	North 40 acres of Lots 3 in East ½ of South West ¼	3	36	7	40
Mary C. Rushmore	South 18.63 acres of Lot 3 in East ½ of South West ¼	3	36	7	18.63
Charles Johnson	5.50 acres in North West corner of South East ¼ of North East ¼ (or off the South 26.55 acres of East ½ of North East ¼)	3	36	7	5.50
Peter Crumpacker	South East ¼ of North East ¼ (Except 5.50 acres in North West corner)	3	36	7	26.55
Peter Crumpacker	Lot 1, being in East ½ of South East ¼, North of Calumet River	3	36	7	31
Leonard Crisman	West 7 acres of East ½ of South East ¼ (South of Calumet River)	3	36	7	7

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Lucetta A. Fabian	East 7 acres of West 14 acres of East ½ of South East ¼ (South of Calumet River)	3	36	7	7
4757					
Ida E. Isbey	East 7 acres of the West 21 acres of East ½ of South East ¼ (South of Calumet River)	3	36	7	7
Erland P. Erlandson	East 7 acres of the West 28 acres of the East ½ of South East ¼ (South of Calumet River)	3	36	7	7
Ann E. Blake	East 20 acres of East ½ of South East ¼ (South of Calumet River)	3	36	7	20
Andrew Lindquist & Hilda S. Lindquist	South West ¼ of South West ¼	33	37	6	40
John Hellman	South ½ of South East ¼ of South West ¼	33	37	6	20
Antone J. Hogland	North ½ of South East ¼ of South West ¼ and South ½ of North East ¼ of South west ¼	33	37	6	40
William Boo	South ½ of North West ¼ of South West ¼	33	37	6	20
Olaf O. Kleaf	North ½ of North West ¼ of South West ¼	33	37	6	20
Nels Hogland	North ½ of North East ¼ of South West ¼	33	37	6	20
Nels Hogland	North West ¼ of South East ¼	33	37	6	40
4758					
William Bartles	South West ¼ of South East ¼	33	37	6	40
John W. Carlson	West ½ of South East ¼ of South East ¼	33	37	6	20
William Salamander	East ½ of South East ¼ of South East ¼	33	37	6	20
William Salamander	North East ¼ of South East ¼	33	37	6	40
Jadwiga Wellnitz	East ½ of Lot 3 (South of Railroad)	33	37	6	29.23
Gustaf A. Wennerstrom	17.4 acres off East side of West ½ of Lot 3 and 1.67 acres off East side of Lot 2 (South of Railroad)	33	37	6	18.71
Gustaf A. Wennerstrom	22.42 acres off West side of East ½ of Lot 4 and 4.62 acres off Lot 2	33	37	6	27.4

Helena G. Wennerstrom.....	West 57½ rods of East 181¾ rods of North ½ (South of Railroad).....	33	37	6	29.82
William Halberg	All that part of Lot 2 (North of Railroad).....	33	37	6	22.07
William Halberg	40 acres off the East side of that part of Lot 1 (North of Railroad)	33	37	6	40
4759					
William Halberg	3.76 acres off the West side of that part of Lot 1 (North of Railroad).....	33	37	6	3.76
Nels Hogland	All that part of West ½ of North West ¼ which lies South of Indiana Boundary line.....	33	37	6	30.83
Nels Hogland	All that part of West ½ of North West ¼ which lies North of Indiana Boundary line and South of River	33	37	6	12.10
Andrew J. Linquist & Hulda S. Lindquist	40 acres off the West side of that part of North West ¼ which lies North of the Calumet River.....	33	37	6	40
Andres J. Linquist & Hulda S. Lindquist	32.1 acres off East side of that part of North West ¼ North of Calumet River.....	33	37	6	32.1
Swen and Mary Johnson.....	21 acres in triangular form in North East corner of North West ¼ bounded on South by Calumet River 7 rods.....	33	37	6	21
Nels A. Olson.....	West 18.75 Acres of that part of West ½ of North East ¼ (North of Calumet River).....	33	37	6	18.75
4760					
Oscar E. and S. Charlson.....	East 18.75 acres of that Part of West ½ of North East ¼ (North of Calumet River).....	33	37	6	18.75
—— Charlson	West ½ of East ½ of North East ¼ (North of Calumet River)	33	37	6	7.75

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Niles Johnson	East ½ of East ½ of North East ¼ (North of Calumet River)	33	37	6	7.75
Robert C. and John H. Busse	Lot 2 in North West ¼	34	37	6	33.56
Robert C. and John H. Busse	40 acres off South end of Lot 1 in North West ¼	34	37	6	40
Robert C. and John H. Busse	14.44 acres off North end of Lot 1 in North West ¼	34	37	6	14.44
John P. Samuelson	20.30 acres off West side of North West ¼ (North of Calumet River)	34	37	6	20.30
Francis R. Howe	That part of North West ¼ (North of Calumet River), Except 30.30 acres off West side	34	37	6	20.30
Francis R. Howe	That part North East ¼ (North of Calumet River)	34	37	6	8
4761					
John P. Carlson	West ½ of West ½ of North East ¼, except 1 rod off South side (South of Calumet River) North of Indian Boundary Line	34	37	6	28
Gustave Lindstrom	East ½ of West ½ of North East ¼ (South of Calumet River), North of Indiana Boundary Line	34	37	6	26.12
Gustave Lindstrom	All that part of West ½ of East ½ of North East ¼ North of Lake Shore and Michigan Southern Ry.	34	37	6	13.40
John Aug. Linden	All that part of West ½ of East ½ of North East ¼ North of Lake Shore and Michigan Southern Ry. and South of Calumet River	34	37	6	39.66
John Aug. Linden	All that part of East ½ of East ½ of North East ¼ South of Calumet River and North of Railway (Except parsonage lot)	34	37	6	37
4762					
Charles J. Johnson	North ½ of West ½ of North West ¼	27	37	6	39.47
Charles J. Johnson	South ½ of West ½ of North West ¼	27	37	6	39.47
Ada Coburn	West 37 rods of East 77 rods of North West ¼ (North of road) and 5 by 9 rods South of Road	27	37	6	26.79

Fred W. Ahrendt..... *Fred W. Ahrendt*	South end of West ½ of East ½ of North West ¼..	27	37	6	9
Nels J. Nelson.....	East ½ of East ½ of North West ¼ (Except Railway)	27	37	6	35.79
Minnie Chelberg	West ½ of West ½ of North East ¼ (Except Railway)	27	37	6	38.68
Oscar W. Peterson.....	East 20 rods of West 60 rods of North East ¼ (Except Railway)	27	37	6	19.44
Oscar W. Peterson.....	East ½ of North ½ of East ½ of West ½ of North East ¼ (Except Railway).....	27	37	6	8.79
William Linden	North East ¼ of North East ¼.....	27	37	6	37.41
Alfred Borg	South East ¼ of North East ¼ (Except 1.56 chains East and West by 12.17 chains North and South off West side.....	27	37	6	33.10
4763					
Francis R. Howe.....	East ½ of East ½ of West ½ of North East ¼ South of road and 1.56 chains East and West by 12.17 chains North and South in North West corner of South East ¼ of North East ¼.....	27	37	6	13.11
Francis R. Howe.....	South West ¼ of South East ¼.....	27	37	6	40
Francis R. Howe.....	North West ¼ of South East ¼.....	27	37	6	40
Francis R. Howe.....	South East ¼ of South West ¼.....	27	37	6	40
Francis R. Howe.....	South ½ of South ½ of North East ¼ of South West ¼.....	27	37	6	10
Elias N. Westrand.....	North East ¼ of North East ¼ of South West ¼...	27	37	6	10
Elias N. Westrand.....	North ½ of South ½ of North East ¼ of South West ¼.....	27	37	6	10

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William Johnson and Emma Johnson	East 3 acres off North *North* West ¼ of North East ¼ of South West ¼	27	37	6	3
4764					
F. Burmstrom	West 7 acres off North West ¼ of North East ¼ of South West ¼	27	37	6	7
Charles J. and Ellen Olson	8.75 acres in North East corner of West ½ of South West ¼	27	37	6	8.75
John P. Samuelson	South West ¼ of South West ¼	27	37	6	40
John P. Samuelson	North West ¼ of South West ¼ (Except 8.75 acres in North East corner)	27	37	6	31.25
Charles L. Chelberg	South East ¼ of South East ¼	27	37	6	40
Charles L. Chelberg	North East ¼ of South East ¼	27	37	6	40
Peter Crumpacker	South East ¼ of South West ¼	35	37	6	40
John A. Swanson	That part of Lot 1 in South East ¼	36	37	7	28.80
John A. Swanson	That part of Lot 1 in North East ¼	36	37	7	37.58
John A. Swanson	Lot 4	36	37	7	
Edgar D. Sargent	40 acres off South end of Lot 5 in South West ¼	36	37	7	
4765					
Roy B. Tabor, Trustee in Bankruptcy of George W. Stewart, Isaac Crisman, (Tax title deed)	North West ¼ of South West ¼	36	37	7	40
Edgar D. Sargent	22¼ acres off North end of Lot 5 in South West ¼	36	37	7	22.25
Jennie S. Field	All of South West ¼ of South East ¼, South of Calumet River	36	37	7	38 more or less
Jennie S. Field	All that part North West ¼ of South East ¼ South and East of Calumet River	36	37	7	16

Joseph Bender.....	20.74 Acres off North end of Lot 7 in North East ¼	36	37	7	20.74
Joseph Bender.....	South East ¼ of South East ¼.....	36	37	7	40
Joseph Bender.....	North East ¼ of South East ¼ (East of River)....	36	37	7	37.20
Knickerbocker Ice Co.....	North West ¼ of North West ¼ (Except Lake Shore and Michigan Southern Railroad).....	36	37	7	37
Knickerbocker Ice Co.....	North East ¼ of North West ¼.....	36	37	7	37
4766					
Knickerbocker Ice Co.....	West 1/3 of North ½ of North East ¼ (North of Indian Boundary Line), North of right of way of Lake Shore & Michigan Southern Railway Company	36	37	7	20
Knickerbocker Ice Co.....	West 40 acres of the following described parcel, to-wit: Commencing at the point on the East line of the North-east ¼ of Section 36, Township 37 North, Range 7 West, where said East line is intersected by the Indian boundary line, and running thence north along said East line to the South line of the old right of way of the Lake Shore & Michigan Southern Railway Company, and now used as a public highway, thence West along the South line of said highway 1,000 feet, thence North 303 feet, thence West to the present right of way of said Lake Shore & Michigan Southern Railway Company, thence Southwesterly along the southerly line of said present right of way to the West line of said Northeast ¼, thence South on said West line, of said Northeast ¼ to the Indian Boundary line, and thence East along the said Indian Boundary line to the place of beginning.....	36	37	7	40
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Knickerbocker Ice Company.....	East 14.60 acres of the following described parcel, to-wit: Commencing at the point on the East line of the Northeast ¼ of Section thirty-six (36) Township 37 North, Range 7 West, where said East line is intersected by the Indian boundary line and running thence North along said East line to the South line of the old right of way of the Lake Shore & Michigan Southern Railway Company, and now used as a public highway, thence West along the South line of said highway 1,000 feet, thence North 303 feet, thence West to the present right of way of said Lake Shore & Michigan Southern Railway Company, thence Southwesterly along the Southerly line of said present right of way to the West line of said Northeast ¼ thence South on said West line of said Northeast ¼ to the Indian Boundary line, and thence East along the said Indian boundary line to the place of beginning	36	37	7	14.60
Knickerbocker Ice Company.....	East 2/3 of North ½ of North east ¼ (North of Indian Boundary line), North of right of way of Lake Shore & Michigan Southern Railway Company	36	37	7	33

4768

Knickerbocker Ice Company..... 4769	Commencing at a point in the East line of the Northeast ¼ of Section 36, Township 37 North, Range 7 West, where said East line is intersected by the South line of the old right-of-way of the Lake Shore & Michigan Southern Railway Company and now used as a public highway, thence West along the South line of said highway 1,000 feet, thence North 303 feet, thence West to the South line of the present right of way of said Lake Shore & Michigan Southern Railway Company, thence Northeasterly along the Southerly line of said right of way to the sectiin line, and thence South on the section line to the place of beginning.....	36	37	7	13
Benjamin Fifield & Clarence E. Fifield	South West ¼ of South West ¼.....	31	37	6	40
Benjamin Fifield and Clarence E. Fifield	Northwest ¼ of South west ¼.....	31	37	6	40
Benjamin Fifield and Clarence E. Fifield	40 acres off South end of Lot 4 in South West ¼...	31	37	6	40
Benjamin Fifield and Clarence E. Fifield	31.30 acres off North end of Lot 4 in South West ¼	31	37	6	31.30
Benjamin Fifield and Clarence E. Fifield	Lot 3 in North West ¼.....	31	37	6	38.53
Peter Crumpacker.....	35.34 Acres off West end of Lot 2.....	31	37	6	35.34

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4770 Name.	Description.	Sec.	Town.	Range.	Acres.
Peter Crumpacker	That part of West ½ of South East ¼ North of River	31	37	4	19
Peter Crumpacker	That part of East ½ of South East ¼ North of River	31	37	6	27.50
Peter Crumpacker	That part of West ½ of North East ¼ South of Indian Boundary line	31	37	6	31
Peter Crumpacker	That part of the East ½ of North East ¼ South of Indian Boundary line	31	37	6	31
Peter Crumpacker	That part of the East ½ of North West ¼ North of Indian Boundary line and South of Culver ditch.	31	37	6	9.50
Peter Crumpacker 4771	Beginning at a point where the North and South center line of Section 31 intersects the south line of the Culver ditch and running thence South to the Indian Boundary line; thence East on the Indian boundary line 80 rods; thence North to South line of the Public highway on the old right of way of the Lake Shore & Michigan Southern Railroad; thence Southwesterly along said highway to the North East corner of land owned by Gustav P. Berg; thence Southeasterly along the East line of said Berg land to the Culber ditch; thence Southwesterly along the Culver ditch to the place of beginning	31	37	6	35.06
Peter Crumpacker	40 acres off South end of that part of the East ½ of North East ¼ which lies North of Indian Boundary line	31	37	6	40
Peter Crumpacker	25 acres off the North end of that part of the East ½ of the North East ¼ which lies North of the Indian Boundary line	31	37	6	25

James A. Blackman.....	A strip of land 28 rods wide at the North end, and 40 rods wide at the South end off of the East side of the following described tracts of land:				
4772	The North East ¼ of the North West ¼, Section 31, Rownship 37, Range 6—Also commencing at the quarter post on the North line of Section 31, Township 37, Range 6; thence East 7 rods to State ditch, known as Ditch No. 1 branch to Culver's ditch No. 26; thence South 20 Degrees East on said ditch 78½ rods to State Ditch No. 26; thence South 64½ degrees West on said ditch No. 26 31½—thence North on the quarter line on said Section 31 to the place of beginning 86½ rods. Also commencing at the North West corner of the South East ¼ of the North West ¼, Section 31, Township 37 Range 6, thence South to Calumet River and State ditch thence North of East on the State ditch until it strikes the East line of said quarter section; thence North until it strikes the South East corner of the North East ¼ of the North-west ¼ of said Section—thence West to the place of beginning, except that part of said strip of land which lies North of the land which lies North of the South line of the old right of way of the Michigan Southern Railway Co.....	31	37	6	13.75
4773					

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John Erickson..... A strip of land 32 rods wide at the North and commencing at a point 28 rods west from the North East corner and 41 rods wide at the South end, commencing at a point 40 rods west from the South East corner of the following described tracts of land: The North East ¼ of the North West ¼ of Section 31, Township 37, Range 6, Also commencing at the quarter post on the North line of Section 31, Township 37 Range 6—thence East 7 rods to State ditch, said ditch, known as ditch No. 1 branch to Culver's ditch No. 26; thence South 20 degrees East on said ditch 78½ rods to State ditch No. 26; thence South 64¼ degrees West on said ditch, No. 26, 31½ rods; thence North on the quarter line of said section 31 to the place of beginning 86½ rods. Also commencing at the North West corner of the South East ¼ of the North West ¼, Section 31, Township 37, Range 6, West, thence South to the Calumet River and State ditch, thence North of east on State ditch until it strikes the East line of said quarter section—thence North until it strikes the South East corner of the North East ¼ of the North West ¼ of said section; thence West to place of beginning, except that part of said strip of land which lies North of the South line of the old right of way of the Michigan Southern Railway Co., containing 13.75 acres..... .. ..

4774

4775

Gustav P. Berg.....	A strip of land 27 rods wide at the North end and 40 rods at the South end off the West side of the following described tracts of land: The North East ¼ of the North West ¼ of Section 31, Township 37, Range 6 West, Also commencing at the quarter post on North line of Section 31, Township 37, Range 6, thence East 7 rods to State ditch, said ditch known as ditch #1 branch to Culver's ditch No. 26, thence South 20 degrees East on said ditch 78½ rods to State ditch No. 26, thence South 64½ degrees West on said ditch No. 26, 31½ rods; thence North on quarter line of said Section 31 to place of beginning, 86½ rods, Also commencing at the North West corner of the South East ¼ of North West ¼ Section 31, Township 37, Range 6—thence South to the Columet River and State ditch, thence North of East on State ditch until it strikes the East line of said quarter Section thence North until it strikes the South East corner of the North East ¼ of the North West ¼ of said section, thence West to the place of beginning, except that part of said strip of land which lies North of the South line of the old right of way of the Michigan Southern Railway Co. containing 13.75 acres.....	
4776		
John A. Samuelson.....	40 acres off South end of the 60 acre tract, being that part of the South East ¼ of Section 31, Township 37, Range 6, which lies West of Salt Creek and south of the Calumet River.....	40

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No.	Owners.	Description.	Sec.	Twp.	R.	Benefited.
	John A. Samuelson	20 acres off the North end of the 60 acre tract, being that part of the South East ¼ of Section 31, Township 37, Range 6, which lies West of Salt Creek and South of the Calumet River	..	..	..	..
	Walter L. Johnson	40 acres off South end of that part of South East ¼ of Section 31, Township 37, Range 6, which lies East of Salt Creek and South of Calumet River	..	..	..	..
	Walter L. Johnson	13.50 acres off the North end of that part of the South East ¼ of Section 31, Township 37, Range 6, which lies East of Salt Creek and South of the Calumet River	..	..	..	..
	John Charlton	West ½ of the East ½ of the North West ¼ North of Culver ditch and South of Highway	31	37	6	13.75
	Samuel A. Samuelson	All that part of the West ½ of the North West ¼ which lies East of Ansley's Addition to Dune Park and bounded on the North by the old right of way of the Michigan Southern Railway and on the South by the Calumet River	31	37	6	10.50

4778

	Knickerbocker Ice Co.	West 22 rods of that part of the West ½ of the North West ¼ (North of Calumet River and Indian Boundary line and South of the old right of way of the Lake Shore and Michigan Southern Railway	31	37	6	10.25
	Knickerbocker Ice Co.	All that part of the North West ¼ North of the Highway (Except railway)	31	37	6	40

Knickerbocker Ice Co.....	West ½ of the North East ¼ North of the old Lake Shore and Michigan Southern Railroad right of way (except railway)	31	37	6	8
Knickerbocker Ice Co.....	That part of the North West ¼ North of the old Lake Shore and Michigan Southern Railroad right of way (except Railway and except 4 acres off West side)	31	37	6	40
Knickerbocker Ice Co.....	4 acres off West side of that part of North West ¼ North of Old Lake Shore and Michigan Southern Railroad right of way (except railway).....	31	37	6	4
4779					
Otto Johnson	Fractional North West ¼ of North West ¼.....	5	36	6	21.99
John Jentzen	South West ¼ of North West ¼.....	5	36	6	40
Minnie Meltz	Fractional North East ¼ of North West ¼.....	5	36	6	22.25
Minnie Meltz	South East ¼ of North West ¼.....	5	36	6	40
Carl A. Anderson.....	Fractional North West ¼ of North East ¼.....	5	36	6	22.52
Carl A. Anderson.....	South West ¼ of the North East ¼.....	5	36	6	40
John Brickner	Fractional North East ¼ of North East ¼.....	5	36	6	22.77
John Brickner	South East ¼ of North East ¼.....	5	36	6	40
Carl O. and Lewis E. Johnson....	North West ¼ of South West ¼.....	5	36	6	40
Carl O. and Lewis E. Johnson....	South West ¼ of South West ¼ (Except Railroad).	5	36	6	36.80
Carl O. and Lewis E. Johnson....	North East ¼ of South West ¼ (Except Railroad)..	5	36	6	37
4780					
Carl O. and Lewis E. Johnson....	South East ¼ of South West ¼.....	5	36	6	39.83
Otto Peterson and Ida G. Peterson.	North East ¼ of South East ¼.....	5	36	6	36.82
Otto Peterson and Ida G. Peterson.	North West ¼ of South East ¼.....	5	36	6	36.82
John Kettle	South East ¼ of South East ¼.....	5	36	6	40

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John Kettle	South West ¼ of South East ¼	5	36	6	40
Jane E. Crisman	North East ¼ of North East ¼ (except railways)	10	36	7	33.75
Jane Crisman	South East ¼ of North East ¼	10	36	7	40
Cynthia Lenburg	That part of the East ½ of West ½ of North East ¼ North of Baltimore and Ohio Railway	10	36	7	3
Michael Baker	East ½ of West ½ of North East ¼ South of Baltimore and Ohio Railroad and except that part West of Railway	10	36	7	34
Gertrude Baker	South 289½ feet of West ½ of South West ¼ of North East ¼	10	36	7	4.75
4781					
Henry C. L. Manteuffel	8½ acres off North end of South 12¾ acres of West ½ of West ½ of North East ¼	10	36	7	8.50
A. F. Adamson & C. E. Adamson.	West ½ of West ½ of North East ¼ (except railways and 12¾ acres off South end)	10	36	7	24.25
Swan J. Johnson	East ½ of North East ¼ of North West ¼ (except railway)	10	36	7	14.10
Maria Dombey	West ½ of North East ¼ of North West ¼ South of Railway	10	36	7	14
John Malmstein	North West ¼ of North West ¼ (except railway and East of River	10	36	7	31
Henry Luhr	South West ¼ of North West ¼	10	36	7	40
Henry Luhr	5 acres off West side of South East ¼ of South West ¼	10	36	7	5
Henry Luhr	West ½ of West ½ of South West ¼	10	36	7	38.41
Henry Fehrman	East ½ of West ½	..	..	..	..
Henry Fehrman & Minnie Fehrman	South West ¼ (except railway)	10	36	7	38.41

Knickerbocker Ice Co.....	West ½ of the North East ¼ North of the old Lake Shore and Michigan Southern Railroad right of way (except railway)	31	37	6	8
Knickerbocker Ice Co.....	That part of the North West ¼ North of the old Lake Shore and Michigan Southern Railroad right of way (except Railway and except 4 acres off West side)	31	37	6	40
Knickerbocker Ice Co.....	4 acres off West side of that part of North West ¼ North of Old Lake Shore and Michigan Southern Railroad right of way (except railway).....	31	37	6	4
4779					
Otto Johnson	Fractional North West ¼ of North West ¼.....	5	36	6	21.99
John Jentzen	South West ¼ of North West ¼.....	5	36	6	40
Minnie Meltz	Fractional North East ¼ of North West ¼.....	5	36	6	22.25
Minnie Meltz	South East ¼ of North West ¼.....	5	36	6	40
Carl A. Anderson.....	Fractional North West ¼ of North East ¼.....	5	36	6	22.52
Carl A. Anderson.....	South West ¼ of the North East ¼.....	5	36	6	40
John Brickner	Fractional North East ¼ of North East ¼.....	5	36	6	22.77
John Brickner	South East ¼ of North East ¼.....	5	36	6	40
Carl O. and Lewis E. Johnson....	North West ¼ of South West ¼.....	5	36	6	40
Carl O. and Lewis E. Johnson....	South West ¼ of South West ¼ (Except Railroad).	5	36	6	36.80
Carl O. and Lewis E. Johnson....	North East ¼ of South West ¼ (Except Railroad)..	5	36	6	37
4780					
Carl O. and Lewis E. Johnson....	South East ¼ of South West ¼.....	5	36	6	39.83
Otto Peterson and Ida G. Peterson.	North East ¼ of South East ¼.....	5	36	6	36.82
Otto Peterson and Ida G. Peterson.	North West ¼ of South East ¼.....	5	36	6	36.82
John Kettle	South East ¼ of South East ¼.....	5	36	6	40

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John Kettle	South West ¼ of South East ¼	5	36	6	40
Jane E. Crisman	North East ¼ of North East ¼ (except railways)	10	36	7	33.75
Jane Crisman	South East ¼ of North East ¼	10	36	7	40
Cynthia Lenburg	That part of the East ½ of West ½ of North East ¼ North of Baltimore and Ohio Railway	10	36	7	3
Michael Baker	East ½ of West ½ of North East ¼ South of Baltimore and Ohio Railroad and except that part West of Railway	10	36	7	34
Gertrude Baker	South 289½ feet of West ½ of South West ¼ of North East ¼	10	36	7	4.75
4781					
Henry C. L. Manteuffel	8½ acres off North end of South 12¾ acres of West ½ of West ½ of North East ¼	10	36	7	8.50
A. F. Adamson & C. E. Adamson.	West ½ of West ½ of North East ¼ (except railways and 12¾ acres off South end)	10	36	7	24.25
Swan J. Johnson	East ½ of North East ¼ of North West ¼ (except railway)	10	36	7	14.10
Maria Dombey	West ½ of North East ¼ of North West ¼ South of Railway	10	36	7	14
John Malmstein	North West ¼ of North West ¼ (except railway and East of River	10	36	7	31
Henry Luhr	South West ¼ of North West ¼	10	36	7	40
Henry Luhr	5 acres off West side of South East ¼ of South West ¼	10	36	7	5
Henry Luhr	West ½ of West ½ of South West ¼	10	36	7	38.41
Henry Fehrman	East ½ of West ½	..	..	..	..
Henry Fehrman & Minnie Fehrman	South West ¼ (except railway)	10	36	7	38.41

John N. Bos	South East ¼ of South West ¼, North of Railway.	10	36	7	18.41
Clara Tucek	North East ¼ of South West ¼	10	36	7	40
Clara Tucek	25 acres off East side of South East ¼ of North West ¼	10	36	7	25
Lake Shore Sand Co	North West ¼ of South East ¼	10	36	7	25
Lake Shore Sand Co	That part of South West ¼ of South East ¼ North of Michigan Central Railroad	10	36	7	7
Peter Crumpacker	South West ¼ of South West ¼ (except Lake Shore Railroad)	34	37	7	29.60
Peter Crumpacker	South East ¼ of South West ¼	34	37	7	40
Peter Crumpacker	South West ¼ of South East ¼	34	37	7	40
Peter Crumpacker	South East ¼ of South East ¼	34	37	7	40
Peter Crumpacker	North East ¼ of South East ¼ (except Lake Shore Railroad)	34	37	7	39
Peter Crumpacker	North West ¼ of South East ¼	34	37	7	37

4783 The following described Lots are in Heath's Addition to East Chicago, being a Subdivision of Lot 2 in Section 36, Township 37, Range 7, and said Lots and names of owners are as follows:

Name.	Description.	
Henry Eddy	Lots 1, 2 & 3	Block 21.
William H. Garret	Lot 4	Block 21.
Hugh F. Hogan	Lot 5	Block 21.
R. H. Loomis	Lot 6	Block 21.
Pliny B. Brown	Lots 7 and 14	Block 21.
Julius A. V. Phillips	Lots 8, 9 & 10	Block 21.
Lewis James	Lots 11, 12 and 13	Block 21.
Charles E. Cessna	Lot 15	Block 21.
Carrie D. James	Lots 1, 2, 3, 4, 5, 6 & 7	Block 25.
Jane Morris	Lot 1	Block 26.
Hans H. Wagner	Lots 2 and 3	Block 26.
Jane Morris	Lots 4 and 5	Block 26.
Josephine Rutherford	Lots 6, 7, 8 and 9	Block 26.
John Heenan	Lot 10	Block 26.
Frank Larkin	Lot 11	Block 26.
Barner Dulaney	Lots 12, 13 & 14	Block 26.
August A. Schram	Lots 15 and 16	Block 26.
Johanna Reinner	Lots 17, 18 and 19	Block 26.
August Schram	Lots 20, 21 and 22	Block 26.
August Schram	Lots 1, 2, 3, 4, 5 and 6	Block 28.

4784 The following described lots are in Heath's Addition to East Chicago, being a Subdivision of Lot 2 in Section 36, Township 37, Range 7, and said Lots and names of owners are as follows:

Pliny B. Brown	Lots 1, 2, 3, 4, 5, 6, and 7	Block 22.
Richard Freeman	Lots 8, 9, and 10	Block 22.
James A. Harper	Lot 11	Block 22.
John Rentz	Lot 12	Block 22.
Annie Love	Lots 13, 14, 15 & 16	Block 22.
Arthur Parker & George Parker.	Lots 17 and 18	Block 22.

4785 The following described lots are in Ainsley's First Addition to Dune Park, being a Subdivision of 7½ acres (more or less) lying in the West ½ of North ¼, Section 31, Township 37, Range 6, and said lots and names of owners are as follows: to-wit:

Mary Pullen	Lots 19 and 20.
Lewis Oatley	Lots 21, 22, 23 and 24.
Lettie M. Hitz	Lots 25, 26, 27, 28 and 29.
Ansley Hitz	Lot 30.
Henry Lakey	Lot 31.
Lowell Kramer	Lots 32, 33 and 34.
William F. Cooper	Lot 35.
Chary R. Fisk	Lot 36.
John R. Cooper	Lots 37, 38 and 39.

Owners.	Description.	Sec.	Town.	Range.	Acres.
4786					
Frances A. Howe	North 28 acres of Northwest ¼ of South West ¼	23	37	6	28
William Lindeen	South 12 acres of North-west ¼ of South-west ¼	23	37	6	12
William Lindeen	South-west ¼ of South-e-st ¼ (except railroad)	23	37	6	37.80
Charles Peterson	West ½ of East ½ of Southwest ¼ (Ex. Railroad).	23	37	6	38.64
John Foss	North-east ¼ of North-east ¼ of South-east ¼	23	37	6	10
Rudolph Henke	South-east ½ of North-east ¼ of South-west ¼ and two rods off of East side of the Southeast ¼ of South-west ¼ (ex. railroad)	23	37	6	10.94
Seneca Bigelow	East ½ of South-east ¼ of South-west ¼ (Ex. 2 rods off of East side and Ex. Railroad)	23	37	6	17.69
Charles Crumpacker	Commencing at North-east corner of West ½ of South-east ¼ of Section 23, Township 37 North, Range 6, and running thence South to a ditch 44 rods North of the old Chicago road, thence South-east along said ditch to said road striking the same at a point 25 rods and 3½ feet East of the West line of said half quarter section, thence in a Southeasterly course along said road to the East line of said half quarter section, thence North to place of beginning	23	37	6	44.55
4787					
James Hamilton	West ½ of South-east ¼ (Ex. 1 acre in triangular form in South-east corner and Ex. 46.43 acres off of North end owned by Charles Crumpacker, and Ex. Railroad)	23	37	6	31.82
August Harbrecht	North-east ¼ of South-east ¼	23	37	6	40
August Harbrect	South-east ¼ of South-east ¼ (Ex. Railroad)	23	37	6	37.37

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August Harbrect	Commencing at a point 17 feet West of South-east corner of West ½ of North east ¼, thence East to said corner, thence North on east line 17 feet, embracing the land within the triangle thus formed.	23	37	6	1

NOTE.—The Railroad excepted in the above description is the Chicago, Lake Shore & South Bend Railroad Company's.

4788

George Bigelow	North-west ¼ of South-west ¼ (Ex. 2 rods off of North side and Ex. Railroad.....	24	37	6	36.80
George Bigelow	North-east ¼ of South-west ¼.....	24	37	6	40
Arthur Effmeyer	South-west ¼ of South-west ¼.....	24	37	6	39.50
Catherine O. Hogfelt	West ½ of South-east ¼ of South-west ¼.....	24	37	6	20
Charles H. Hjelm.....	East ½ of South-east ¼ of South-west ¼.....	24	37	6	20
Christina Olson	North-west ¼ of South-east ¼.....	24	37	6	40
Charles Michaels	North-east ¼ of South-east ¼.....	24	37	6	40
Charles J. Hjelm.....	South-west ¼ of South-east ¼.....	24	37	6	40
John Hjelm	South-east ¼ of South-east ¼.....	24	37	6	40

4789

Knickerbocker Ice Co.....	18.06 acres off North end of the North west ¼ of the South west ¼.....	28	37	6	18.06
James A. Blackman.....	21.94 acres off of South end of North-west ¼ of South-west ¼	28	37	6	21.94
James A. Blackman.....	South-west ¼ of South-west ¼ (Ex. Railroad)....	28	37	6	38.76
Charles Chalberg	Part of West ½ of East ½ of South-west ¼ (Ex. Railroad)	28	37	6	14.55

John P. and Ida Johnson.....	East ½ of West ½ of East ½ of South-west ¼ (Ex. Railroad)	28	37	6	19.20
Swen Johnson	East ½ of East ½ of South-west ¼ (Ex. Railroad).	28	37	6	38.58
Nils Olson	West ½ of West ½ of South-east ¼ (Ex. Railroad).	28	37	6	38.49
S. Oscar E. Charlson.....	East ½ of West ½ of South-east ¼.....	28	37	6	40
S. Oscar E. and Ada Charlson....	South 32.25 acres of West ½ of East ½ of South-east ¼, South of road.....	28	37	6	32.25
Nils Johnson	East ½ of East ½ of South-east ¼.....	28	37	6	40
4790					
Knickerbocker Ice Co.	North-west ¼ of South-west ¼.....	29	37	6	40
Knickerbocker Ice Co.	North-east ¼ of South-west ¼.....	29	37	6	40
Knickerbocker Ice Co.	North-west ¼ of South-east ¼.....	29	37	6	40
Gust Peter Berg.....	North-east ¼ of South-east ¼.....	29	37	6	40
Knickerbocker Ice Co.	All that part of South-west ¼ of South-west ¼ South of Lake Shore & Michigan Southern Railroad...	29	37	6	18
William K. Vanderbilt.....	South-east ¼ of South-west ¼ (ex. right of way of the Lake Shore & Michigan Southern Railroad).	29	37	6	37
William K. Vanderbilt.....	South-west ¼ of South-east ¼ (Ex. right of way of the Lake Shore & Michigan Southern Railroad).	29	37	6	37
James A. Blackman.....	All that part of the South-east ¼ of the South-east ¼ North of Lake Shore & Michigan Southern Railroad)	29	37	6	27.30
4791					
Anna T. Carleson.....	All that part of the South-east ¼ of the South-east ¼ South of Railroad.....	29	37	6	9.30
Henry W. Leman.....	North-west ¼ of South-west ¼.....	22	37	6	40
Henry W. Leman.....	South-west ¼ of South-west ¼.....	22	37	6	40

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Edgar D. Crumpacker and Charles Crumpacker	North-east ¼ of South-west ¼	22	37	6	40
E. D. and Charles Crumpacker	South-east ¼ of South-west ¼	22	37	6	40
Charles Crumpacker	North-west ¼ of South east ¼	22	37	6	40
Charles Crumpacker	19 acres off of West side of South-west ¼ of South east ¼	22	37	6	19
Oscar W. Peterson	21 acres off of East side of South-west ¼ of South-east ¼	22	37	6	21
Theander Peterson	South-east ¼ of South-east ¼	22	37	6	40
4792					
Charles Crumpacker and E. T. Davis	North-east ¼ of South-east ¼	22	37	6	40
Knickerbocker Ice Co	South-west ¼ of South-west ¼	25	37	7	40
Knickerbocker Ice Co	South-east ¼ of South-west ¼	25	37	7	40
Knickerbocker Ice Co	South-west ¼ of South-east ¼	25	37	7	40
Knickerbocker Ice Co	South-east ¼ of South-east ¼	25	37	7	40
Knickerbocker Ice Co	North-east ¼ of South-east ¼	25	37	7	40
Knickerbocker Ice Co	North-west ¼ of South-east ¼	25	37	7	40
Knickerbocker Ice Co	That part of Lot 1 in North-east ¼ of North-east ¼.	25	37	7	6.68
Knickerbocker Ice Co	South-east ¼ of North-east ¼, being a part of Lot 1.	25	37	7	40
Knickerbocker Ice Co	Lot 2 in North-east ¼	25	37	7	33.42
Knickerbocker Ice Co	West 10 acres of Lot 1	25	37	7	10
Francis A. Ogden	South-east ¼ of North west ¼, being South 40 acres of Lot 3	25	37	7	40
Francis A. Ogden	Fraction of North-east ¼ of North-west ¼, being the North 20.78 acres of lot 3	25	37	7	20.78

4793					
Lizzie M. Johnson	East 5 acres of Lot 4	25	37	7	5
Dan H. Martin	West 5 acres of East 10 acres of Lot 4	25	37	7	5
Abigal T. Grant	West 5 acres of East 15 acres of Lot 4	25	37	7	5
Eliza W. Bowman	West 5 acres of East 20 acres of Lot 4	25	37	7	5
Catherine H. Young and Elisha T. Davis	East 8.77 acres of West 77 acres of Lot 4	25	37	7	8.77
Frank B. Parks	East 10 acres of West 28.77 acres of Lot 4	25	37	7	10
4794					
Chicago, Indiana & Southern Railroad Co	Right of way of Chicago, Indiana & Southern Railroad Co. through	25	37	7	..
Chicago, Indiana & Southern Railroad Co	Right of way of Chicago, Indiana & Southern Railroad Co. through	30	37	6	..
Chicago, Indiana & Southern Railroad Co	Right of way of Chicago, Indiana & Southern Railroad Co. through	35	37	7	..
Chicago, Indiana & Southern Railroad Co	Right of way of Chicago, Indiana & Southern Railroad Co. through	36	37	7	..
Chicago, Indiana & Southern Railroad Co	Right of way of Chicago & Southern Railroad Co. through	28	37	6	..

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4795

Lake Shore & Michigan Southern Railway Co.	Right of way of Lake Shore and Michigan Southern Railway Co. through	25	37	7	..
Lake Shore & Michigan Southern Railway Co.	Right of way of Lake Shore and Michigan Southern Railway Co. through	29	37	6	..
Lake Shore & Michigan Southern Railway Co.	Right of way of Lake Shore and Michigan Southern Railway Co. through	30	37	6	..
Lake Shore & Michigan Southern Railway Co.	Right of way of Lake Shore and Michigan Southern Railway Co. through	31	37	6	..
Lake Shore & Michigan Southern Railway Co.	Right of way of Lake Shore & Michigan Southern Railway Co. through	33	37	6	..
Lake Shore & Michigan Southern Railway Co.	Right of way of Lake Shore and Michigan Southern Railway Co. through	35	37	6	..

4796

Lake Shore & Michigan Southern Railway Co.	Right of way of Lake Shore and Michigan Southern Railway Co. through	35	37	7	..
Lake Shore & Michigan Southern Railway Co.	Right of way of Lake Shore and Michigan Southern Railway Co. through	36	37	7	..

2797

Baltimore & Ohio Railroad Co....	Right of way of Baltimore and Ohio Railroad Co. through	3	36	7	..
Baltimore and Ohio Railroad Co..	Right of way of Baltimore and Ohio Railroad Co. through	10	36	7	..
Wabash Railroad Co.....	Right of way of Wabash Railroad Co. through....	3	36	7	..
Wabash Railroad Co.....	Right of way of Wabash Railroad Co. through....	10	36	7	..

4798

Chicago, Lake Shore and South Bend Railroad Company.....	Right of way of Chicago, Lake Shore and South Bend Railroad Co. through.....	3	36	7	..
Chicago, Lake Shore and South Bend Railroad Company.....	Right of way of Chicago, Lake Shore and South Bend Railroad Co. through.....	34	37	7	..
Chicago, Lake Shore and South Bend Railroad Company	Right of way of Chicago, Lake Shore and South Bend Railroad Company through.....	35	37	7	..
Chicago, Lake Shore and South Bend Railroad Company	Right of way of Chicago, Lake Shore and South Bend Railroad Company through.....	36	37	7	..
Chicago, Lake Shore and South Bend Railroad Company	Right of way of Chicago, Lake Shore and South Bend Railroad Company through.....	31	37	6	..
Chicago, Lake Shore and South Bend Railroad Company	Right of way of Chicago, Lake Shore and South Bend Railroad Company through.....	32	37	6	..

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Chicago, Lake Shore and South Bend Railroad Company	Right of way of Chicago, Lake Shore and South Bend Railroad Company through.....	28	37	6	..
Chicago, Lake Shore and South Bend Railroad Company	Right of way of Chicago, Lake Shore and South Bend Railroad Company through.....	27	37	6	..
4799					
Chicago, Lake Shore and South Bend Railroad Company	Right of way of Chicago, Lake Shore and South Bend Railroad Company, through.....	26	37	6	..
4800					
To Clarence E. Fifield, as Township Trustee of Portage Township...	Highway in Portage Township through.....	3	36	7	..
To Clarence E. Fifield, as Township Trustee of Portage Township...	Highway in Portage Township through.....	31	37	6	..
To Clarence E. Fifield, as Township Trustee of Portage Township...	Highway in Portage Township through.....	35	37	7	..
To Clarence E. Fifield, as Township Trustee of Portage Township...	Highway, known on road map as Road No. 208 in Portage Township, through.....	36	37	7	..
To Clarence E. Fifield, as Township Trustee of Portage Township...	Highway in Portage Township through part of South ½	31	37	6	..
To Clarence E. Fifield, as Township Trustee of Portage Township...	Highway, known on road map as Road No. 2 in Portage Township through.....	6	36	6	..
To Clarence E. Fifield, as Township Trustee of Portage Township...	Highway, in Portage Township through.....	10	36	7	..

To Clarence E. Fifield, as Township Trustee of Portage Township...	Highway, known on road map as Road No. 21, in Portage Township through North West ¼ of....	11	36	7	..
4801					
To Clarence E. Fifield, as Township Trustee of Portage Township...	Highway, in Portage Township, through	3	36	7	..
To Clarence E. Fifield, as Township Trustee of Portage Township...	Highway in Portage Township, through North ¾ of	10	36	7	..
To Clarence E. Fifield, as Township Trustee of Portage Township...	Highway, known on road map as Road No. 98, in Portage Township, through South ½ of South ½ of	34	37	7	..
To Clarence E. Fifield, as Township Trustee of Portage Township...	Highway, in Portage Township, through East ½ of.	31	37	6	..
4802					
To Parr A. Johnson, as Township Trustee of West Chester Township	Highway, in West Chester Township, through....	27	37	6	..
To Parr A. Johnson, as Township Trustee of West Chester Township	Highway, in West Chester Township, through....	28	37	6	..
To Parr A. Johnson, as Township Trustee of West Chester Township	Highway, known on road map as Road No. 1, in West Chester Township, through.....	32	37	6	..

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To Parr A. Johnson, as Township Trustee of West Chester Township	Highway, Road No. 4, on section line between Section 32 and Section 33 Township 37, Range 6, and on Section line between North ½ of Section 5, and North ½ of Section 4, Township 36, Range 6, in West Chester Township
To Parr A. Johnston, as Township Trustee of West Chester Township	Highway, Road No. 133, on Section line between Section 32, Township 37, Range 6, and Section 5, Township 36, Range 6, in West Chester Township
4803	
To Parr A. Johnston, as Township Trustee of West Chester Township	Highway, Road No. 134 through North West ¼ and North ½ of South West ¼ of Section 5, Township 36, Range 6, in West Chester Township
To Parr A. Johnson, as Township Trustee of West Chester Township	Highway, Road No. 50 through South ½ of Section 33, Township 37 Range 6, in West Chester Township
To Parr A. Johnston, as Township Trustee of West Chester Township	Highway, Road No. 64, on Section line between Section 33 and Section 34 (South of Indian Boundary Line), Township 37, Range 6, in West Chester Township

To Parr A. Johnston, as Township Trustee of West Chester Township	Highway, Road No. 6 on North and South Center line of South ½ of Section 27, Township 37, Range 6, in West Chester Township	..	..	..	..
To Parr A. Johnson, as Township Trustee of West Chester Township	Highway, on Section line between Section 37 and Section 26, Township 27, Range 6 in West Chester Township	..	..	..	..
4804					
Knickerbocker Ice Co.	South West ¼ of South West ¼	30	37	6	..
Knickerbocker Ice Co.	North West ¼ of South West ¼	30	37	6	..
Knickerbocker Ice Co.	South West ¼ of North West ¼	30	37	6	..
Knickerbocker Ice Co.	Fractional North West ¼ of North West ¼	30	37	6	..

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4805 & 4806 STATE OF INDIANA,
County of Porter, ss:

Porter Circuit Court.

Clerk's Certificate.

I, C. S. Peirce, clerk of the Porter Circuit Court of Porter County, Indiana do hereby certify that the foregoing is a full, true, correct and complete copy of the petition for drainage in the Clerk's office of said county in the matter of the Calumet Ditch, Cause number 764, of the Porter Circuit Court, as the same appears on file in my office, and I attach the application and writ of certiorari directed to me from the Supreme Court of the State of Indiana in cause number 21,942, Lake Shore & Michigan Southern Railway Co. vs. Susan Clough et al. thereto.

All of which I hereby return to said court pursuant to the command of said writ to me directed.

Witness my hand and seal of the Porter Circuit Court, of Porter County, Indiana, this 20th day of December, 1911.

[SEAL.] C. S. PEIRCE,
Clerk of the Porter Circuit Court.

4807 And afterwards, to-wit: On the 13th day of January, 1912, the same being the 42nd Judicial Day of the November Term 1911, of said Supreme Court, the following further pleas and proceedings were had in said cause:

* * * * * * *

4808 And afterwards, to-wit: On the 11th day of February, 1913, the same being the 68th Judicial Day of the November 1912 Term of said Supreme Court, the following further pleas and proceedings were had herein:

The Court being sufficiently advised in the premises grants appellant's petition for leave to amend Assignment of Errors and amendment ordered made on or before February 21, 1913,

And appellees' motion to dismiss appeal postponed until final hearing.

4809–4811 And afterwards, to-wit: On the 14th day of February, 1913, the same being the 71st Judicial Day of the November Term 1912 of said Supreme Court, the following further pleas and proceedings were had herein:

Comes now appellants, by counsel, and files amended Assignment of Errors (4), which amended Assignment of Errors are in the words and figures following:

* * * * * * *

4812 And afterwards, to-wit: On the 21st day of April, the same being the 128th Judicial Day of the November Term 1913 of said Supreme Court, the following further pleas and proceedings were had herein:

Comes the parties, by their Attorneys, and the Court being sufficiently advised in the premises affirms said cause with an opinion by Erwin, J., which opinion is in the words and figures following to-wit:

(Here insert)

4813 THE STATE OF INDIANA:

In the Supreme Court, November Term, 1913, on the 21st Day of April, 1914, Being the 128th Judicial Day of said November Term, 1913.

Hon. Douglas Morris, Chief Justice; Hon. Charles E. Cox, Hon. Richard K. Erwin, Hon. Quincy A. Myers, Hon. John W. Spencer, Associate Justices.

In the Case of

No. 21942.

LAKE SHORE AND MICHIGAN SOUTHERN RAILWAY COMPANY et al.
vs.
SUSAN CLOUGH et al.

Appealed from the Porter Circuit Court.

Come the parties by their Attorneys, and the Court being sufficiently advised in the premises, gives its opinion and judgment as follows, pronounced by

ERWIN, *J.*:

4814 This is a proceeding brought by appellees, by petition filed in the Circuit Court of Porter County, in which it is sought to change the course of the Little Calumet river, and make a cut off from the line of said river, as it now runs, so as to run in a northerly direction into Lake Michigan, across a high ridge of land, on which are situated appellants' right of ways, and make a drain in some places two hundred feet wide at the top and more than thirty feet deep.

To this petition a demurrer was filed by each of the appellants, on the grounds, 1. That the same does not state facts sufficient to constitute a sufficient petition in the drainage proceeding. 2. That all the lands to be affected are not described in forty acre tracts. 3. That all the lands to be affected are not described in said petition.

The demurrers were overruled and exceptions saved. Subsequently the petition was referred to the drainage commissioners of Porter County, and A. P. Milton of Lake County. At the March term following, the commissioners made and filed their report.

In the report of the commissioners, they established, in addition to the drain prayed for in the petition, certain arms, or lateral drains,

one the Salt Creek arm, and the other the Gary arm. After the report was filed, each of the appellees filed remonstrances. At the October term of 1909 the cause came on for trial, when it was discovered that by including the "Gary Arm" it would make the greater length of the drain, in Lake county; whereupon the appellants and each of them moved the court to dismiss the petition on the grounds that the jurisdiction of the drain was in Lake county and the Porter Circuit court had no jurisdiction. The court, pending the motion to dismiss, and on motion of petitioners, permitted the commissioners to make such amendments to their report as would exclude the "Gary Arm" and thus leave the greater portion of the ditch in Porter county, and directed the commissioners to make reports at the following December term of the court, to which ruling appellants each reserved an exception.

At the December term the commissioners, pursuant to the order of the court, made a report in which the proposed drain was left at 22,300 feet in Lake County and 29,650 feet in Porter county.

4815 In this second report damages were awarded to the appellants, as follows: To the Chicago, Indiana and Southern Ry Co. $17,000; To the Lake Shore and Michigan So. Ry. Co. $35,000.

To this report the several appellants filed remonstrances, each setting forth substantially the same grounds, being those provided in section 4 of the drainage act of 1907, and in addition to the several causes of remonstrances, they set forth the proceeding and order of the court in referring the report back to the commissioners for correction.

The ninth cause of remonstrance of the Chicago, Indiana and Southern Ry. Co. set forth that the construction of the ditch across its railroad 70 feet wide at the bottom and 30 feet deep would require this appellant to bridge the same at a cost of $131,000.

The eighth cause of remonstrance of the Michigan Central Railroad Company set forth that the construction of the ditch under its bridge would require the same to be taken down and new abutments constructed, which would cost the sum of $63,700.

The eighth cause of remonstrance of the Lake Shore and Michigan Southern R. R. Co. set out that the ditch proposed across its tracks would be 70 feet wide at the bottom, 34 feet deep and 210 feet wide at the top; that it would be required to construct a double tracked bridge thereover at a cost of $150,000. The prayer of each remonstrator was that the proceedings be dismissed; and if not, then that the remonstrators be allowed damages, incident to and necessary in the matter of the bridges as aforesaid.

A trial was had, and upon timely request by appellants the court made special findings of facts and stated its conclusions of law thereon.

The decree established the work and provided for its construction. At the same time the court struck from the commissioners' report the several allowances of damages consequent upon the construction of the work and rendered judgment against each appellant.

The court found the facts to be that the Calumet river would, by said proposed work, be changed from its present course so as to run northerly into Lake Michigan; that between the river
4816 and Lake Michigan there is a ridge of sandy land, averaging about thirty feet above the level of the lake and about ten feet above the river valley; that the said ridge is a little more than a mile wide; that the total area to be drained by the proposed ditch will be three hundred fifty square miles; that the petitioners are the owners of lands which they desire to drain; that the lands lie outside the corporate limits of any city or town; that the same cannot be drained without affecting the lands of others; that each tract will be benefitted by the proposed drain. Then follows a description of the proposed drain by courses and distances, and of each arm, with the length of the drain in each county through which it runs; that many years ago the Lake Shore and Michigan Southern had constructed along said ridge between the river and the lake a double track railroad and are still operating said road; that the Chicago, Indiana and Southern also own and maintain a single track line of road upon said ridge parallel with the Lake Shore road; That the cost of construction of said drain is $314,398.98; and that the benefits are $335,264.69; that the proposed work will improve public highways, benefit the public health, and will be of public utility; that it will be sufficient to properly drain the lands affected; that the Chicago, Indiana and Southern own its right of way 100 feet wide; that the proposed drain will cross the right of ways of the appellants at right angle; that it will be necessary for each of appellants to construct new bridges across the proposed drain; that a bridge at least 86 feet long will be required by the appellants; that there is not now and never has been any ditch, drain or water course where the proposed drain crosses the Lake Shore and Michigan Southern and Michigan Central Roads; that appellants have no other real estate in said counties benefited or damaged by said proposed drain.

Upon the foregoing facts the court stated the law to be, that the appellants should not be charged with benefits for the right of way, and that said appellants are not entitled to recover any damages by reason of the construction of the proposed work; that the work is of public utility and should be constructed.

To each of the conclusions of law, the appellants jointly and severally excepted.

4817 The questions presented by the record in this case are, 1. Error in overruling appellants' demurrers. 2. Error in overruling appellants' motion to dismiss. 3. That the Calumet river being an interstate stream, the Porter Circuit court had no jurisdiction over its course. 4. Appellants' railways not being within the drainage district are not subject to the police power of the state. 5. That the power to cut the ditch across appellants' right of way is referable to the Eminent Domain power and not the Police power. 6. That the drainage act of 1907, §6142, et seq. Burn's 1908, is unconstitutional and void in that it allows the assessment of damages to Lake County, for injuries to bridges; to

other corporations and persons for injuries to their property, while denying the same to appellants, and is in conflict with the fourteenth amendment to the Federal Constitution.

It is contended by appellants that the petition is insufficient for the reason that it does not comply with the statutes as to the description of the lands alleged to be affected by the proposed drainage and does not describe the land in forty acre tracts. While the petition might have been drawn more artistically and certain, yet as the law pertaining to drainage must be liberally construed to affect the ends sought we are of the opinion that the petition meets all the requirements of the statutes and is sufficient to withstand a demurrer. Burn's 1908, §6148; Stevens v. Templeton, 170 Ind. 248-251; Righter v. Keaton, 170 Ind. 461-466; Osborn v. Maxinkuck, etc., 154 Ind. 101-106; Rodgers v. Voorhees, 124 Ind. 469; Hick v. Voight, 110 Ind. 279-282.

No exact certainty is required in this form of pleading in a ditch proceeding. If it contains the allegation required by the statute it will be deemed sufficient. Burn's 1908, §6141; Shields v. McMahan, 101 Ind. 591; Heick v. Voight, 100 Ind. 279.

The second proposition presented is based upon the trial court's refusal to dismiss the petition on the grounds that the report of the commissioners to whom the matter had been referred, showed that they had, in laying out the drain, provided for certain arms, to the drain, as described in the petition as originally filed; thus making the greater length of the drain, including laterals, in Lake County, and that by so doing the Porter circuit court had
4818 been ousted of its jurisdiction.

It is not contended that the Porter Circuit court had jurisdiction in drainage proceedings, nor do appellants contend that anything in the petition as originally filed deprive- the Porter circuit court of jurisdiction, in this particular matter.

Where the subject matter of any suit is situated in two or more counties the court which first takes jurisdiction shall retain the same. Burn's 1908, §1438; Hart v. Scott, 168 Ind. 530.

There is reason for the rule in this kind of a proceeding. The petition filed in this case showed the greater length of the proposed drain in Porter county, and gave that court jurisdiction to act, which it did in appointing the commissioners. These commissioners in addition to the drain as described in the petition added thereto certain other lateral drains, which made the greater length in Lake county. Now suppose the petitioners had filed their petition in Lake County and in their petition had included the several arms, but when the commissioners undertook to lay out and establish the drain, they had found that it would be impracticable to include the several proposed arms, and by excluding them, the greater length of the drain, would be in Porter county, then upon appellants' theory, a motion being made to dismiss, the cause had been dismissed and transferred to Porter county and new commissioners had been appointed, who did what the commissioners in this case did the jurisdiction of the case would be made to depend upon the action of the commissioners, and their judgment as to what should

or should not be included in the system of drainage, in the way of lateral drains.

The jurisdiction of the subject matter of any controversy in any court must be determined in the first instance by the petition or complaint, and where once rightfully acquired cannot be taken away, by the bare fact that the commissioners added to the drain as originally prayed for, some additional or lateral drains, this would not oust the jurisdiction of the court as to the drain mentioned in the petition, and would be no grounds for dismissing the whole proceedings.

The court trying this case permitted the amendment of
4819 the report of the commissioners so as to cut off a part of the arms of the drain in Lake county, and as finally tried and disposed of as shown by the finding of facts, had its greater length in Porter county.

It is next contended by appellants that the Porter circuit court had no authority to divert the course of the Calumet river, as the same was an interstate stream.

In all the cases cited by appellants on this proposition some questions of interstate rights were involved, or at least an individual right presented by some party affected.

We do not understand that remonstrators are permitted to complain of any action of the court in any matter which does not interfere with their own rights, or in any way affect them.

Unless the party is aggrieved by the judgment of the court he has no standing in his appeal, however, much it may affect others. McFarland et al. v. Pierce, et al., 151 Ind. 546-548; Marshall v. Watson, 171 Ind. 238.

It is further contended by appellants that as the line of their easements are not within the proposed drainage district, they are not subject to the police power of the state, but the matter is referable to the Eminent Domain power, and that appellants are entitled to damages for the construction of bridges occasioned by the drain.

This is not a new question in Indiana. It has been decided by this court that the construction of drains and highways and the taking of property for such purposes is within the police power of the state. Cincinnati, etc. R. Co. v. Connersville, 170 Ind. 316; Affirmed by Supreme Court, 218 U. S. 336; Chgo. & E. R. Co. v. Jackson, et al., 176 Ind. 487; Valparaiso v. Heggan, 153 Ind. 337; P. C. C. & St. L. v. Gregg, 102 N. E. 961.

To the same effect see Hudson etc. Co. v. McArthur, 209 U. S. 349; New Orleans etc. Co. v. Drainage Comm. 198 U. S. 453; City of Minneapolis v. St. Paul etc. Co. 98 Minn. 380; 28 L. R. A. (N. S.) 298; Chicago, Milwaukee & St. Paul R. Co. v. City of Minneapolis, 34 Sup. Ct. Rep. (U. S.) page 400, decided Feb'y 24, 1914.

In the rceent cases of Chicago etc. R. Co. v. Luddington, 175 Ind.
35, and Wabash R. Co. v. Jackson, supra, the exact question
4820 here presented was decided by this court adversely to appellants' contention, holding that the same rule applied to the construction of drains, as that of highways.

In each of those cases the authorities on the subject of the right to have damages awarded have been fully collated, and commented upon, and support the judgment in this case. These decisions are in line with State ex rel. v. St. Paul etc. R. Co. 98 Minn. supra, cited with approval by the Supreme Court of the United States in C., M. & St. P. R. Co. v. City of Minneapolis, supra.

In the last case cited the question arose whether the railroad company was entitled to compensation for the cost of erecting and maintaining a bridge across a gap in the right of way, made by building a canal connecting two lakes on opposite sides of said right of way; the court holding that it was not entitled to recover and that the taking without compensation was not in violation of the Federal constitution. It might therefore follow that the act of March 11th, 1907, being section 6140, et seq., is not in conflict with the fourteenth amendment to the Federal Constitution.

What we have heretofore said in this opinion disposes of the questions presented by the motion for a new trial.

Judgment affirmed.

4821 And, afterwards, to-wit: On the 19th day of June, 1914, the same being the 23 Judicial Day of the May Term 1914, of said Supreme Court, the following further pleas and proceedings were had herein:

Come now the appellants, by counsel, and file a petition and brief (8) for a rehearing herein, which petition is in the words and figures following:

In the Supreme Court of Indiana.

No. 21942.

LAKE SHORE AND MICHIGAN SOUTHERN RAILWAY COMPANY, CHICAGO, INDIANA AND SOUTHERN RAILROAD COMPANY, AND MICHIGAN CENTRAL RAILROAD COMPANY, Appellants,

v.

SUSAN CLOUGH, THE TOLLESTON CLUB OF CHICAGO, et al., Appellees.

Appeal from Porter Circuit Court.

Opinion, 104 Northeastern, 975.

Petition for a Rehearing.

The Lake Shore and Michigan Southern Railway Company, The Michigan Central Railroad Company, and The Chicago, Indiana and Southern Railroad Company, appellants, severally and jointly humbly petition this Honorable Court to grant to them, and each of them, a rehearing in the above entitled cause, for the several reasons and upon the several grounds following, that is to say:

First. The Supreme Court of Indiana erred herein, in its opinion

and decision, in holding and deciding that the petition filed
4821*a* in the Porter Circuit Court, on August 4, 1908, by the appellees, was sufficient under the terms and provisions of the Drainage Act of 1907 (p. 508) to give the said Court jurisdiction over the res, or work; and particularly, jurisdiction over the property of the several appellants, to make a new channel and cutoff for the Little Calumet River, through, under and across the roadbeds, rights of way and easements of each and every of the petitioners herein, because:

(*a*) It is enacted in Section 1, of said Drainage Act, that a petition for drainage can only be filed in a court of Porter County, by the owners of lands situated in that county.

On the face of the petition set forth in appellants' original brief, beginning at page 8, it does not appear that any one of the said petitioners owned any single tract of land in Porter County.

(*b*) But on the contrary it doth appear upon the list of lands filed with said petition, and which it seems this Honorable Court regards as a part thereof, that not any one of the said petitioners owned any land in Porter County; but upon said list it doth appear that any and all lands owned by each and every one of the petitioners, were described to be situate in Lake County.

(*c*) And this doth again appear upon the Special Finding of Facts made by the Porter Circuit Court, that only three of the said petitioners owned any land, namely, Susan Clough, The Tolleston Club of Chicago, and Gostlin Meyne and Company, and
4821*b* that the lands of each were situate in Lake County.

Appellants' Original Brief, Special Finding, p. 17, Paragraph 2, beginning at foot of page 18.

Upon these undisputed facts your petitioners severally submit and urge that this Honorable Court erred in holding as insufficient the demurrers of the Lake Shore and Michigan Southern Railway Company, and the Chicago, Indiana and Southern Railroad Company, assigning that the petition "does not state facts sufficient to constitute a sufficient petition in this drainage proceeding"; and that the Porter Circuit Court, on the filing of said petition by persons who owned no land in Porter County acquired jurisdiction in rem over the property, easements and rights of each of these appellants.

And this because Section 2 declares the petitioners must "apply for such drainage by petition filed in duplicate, to the Circuit Court or Superior Court of the county in which the lands of the petitioner or petitioners are situated."

(*d*) And your petitioners further submit that inasmuch as the Porter Circuit Court did not acquire lawful jurisdiction in rem over the rights and properties of these petitioners, that the proceedings, judgments and decree against them, herein, is to deprive them of property without due process of law, and in violation of the provision in that behalf, in the Fourteenth Amendment to the Constitution of the United States. And this because there can

not be due process in a suit in rem until the res is law-
4821c fully seized as required by statute.

Second. The Supreme Court of Indiana erred in holding and deciding the Porter Circuit Court had the power and jurisdiction to compel these appellants and each of them severally to permit the State of Indiana and its officers and agents to make, dig and maintain a new channel, or "cut-off," for the said Little Calumet River, being an interstate river, under, through and across the several railroad properties, easements, and rights of way of these several petitioners, because:

(*a*) The Drainage Act does not empower the State of Indiana to change and divert an interstate natural water-course from its natural water shed.

(*b*) And because, by Section 8½ of said act, the work of draining the Little Calumet River is vested solely in the officers and the courts of Lake County.

(*c*) And because the Little Calumet River is, and is to be used, for interstate commerce.

And so the State of Indiana, by the petitioners aforesaid, and its officers, had no right to proceed in rem against the property of these appellants in Porter County.

Third. It is provided in the Drainage Act of 1907, and particularly in Section 3 thereof, that the drainage commissioners, in the exercise of their duties, shall assess the benefits or damages, as the case may be, to each separate tract of land to be affected thereby, and the easements held by railways, or other corporations, as well as the cities, towns, or other public or private corporation, including any land, rights, easements or water power in-
4821d juriously or beneficially affected, and make reports to the court, under oath, as directed; provided, also, that when any ditch, drain or levee runs into another county than the one where such proceedings therefor are instituted, no bridge, culvert or road in such other county shall be destroyed, injured, or interfered with, unless the damage to be occasioned thereby to such bridge, culvert or road, had been considered, estimated and assessed by the said drainage commissioners, and the payment of such damages to such county provided for, by assessing the same pro rata, as other damages are assessed.

In obedience and compliance therewith, the drainage commissioners assessed damages, as follows:

1. To the Lake Shore and Michigan Southern Railway Company, the sum of $35,000. (Vol. 1, p. 987, l. 20.)

2. To the Chicago, Indiana and Southern Railroad Company, the sum of $17,000. (Vol. 1, p. 987, l. 23.)

3. To Lake County, damages to highways and bridges, $200. (Vol. 1, p. 987, l. 27.)

Damages were also assessed in favor of other natural and corporate persons. (Vol. 1, pp. 987-8-9.)

By the final decree the Porter Circuit Court confirmed the assessments of damages in said report, to Lake County and others, except as to the appellants, which assessments of damages were set aside

and disallowed; and the Porter Circuit Court refused, on the trial, to permit the several appellants to introduce any evidence proving the amounts of their damages consequent upon the construction of said work and "cut-off" across their several easements,
4821*e* railroads and properties.

Now, under the act, injuries suffered by private persons, and railway corporations, and municipal corporations, and private corporations are put in one and the same class.

And the construction placed upon the act by the Porter Circuit Court in awarding damages to Lake County and other corporations and persons, and denying damages to your petitioners, and each of them, works a denial of the equal protection of the law to your petitioners, and brings the act in conflict with that provision of the Fourteenth Amendment to the Constitution of the United States, which declares that no state, by any legislature, court or other officer, shall make or enforce any law which deprives any person within its jurisdiction of the equal protection of the law.

Fourth. It doth appear upon the record and proceedings in this cause, that the railway properties of the Lake Shore and Michigan Southern, and of the Chicago, Indiana and Southern Railroad companies, were neither within the water shed, valley or natural drainage system of the Little Calumet River, and so were not within the drainage district.

So that to make a new river current across their railroads, easements, properties and rights of way, without compensation is to deprive each of them of its property without due process of law. And while refusing them, paying others compensation for injuries put by the act in the same class is to deny them the equal protection of the law; all contrary to the provisions of the Fourteenth
4821*f* Amendment of the Constitution of the United States.

Fifth. This Honorable Court erred in refusing to direct the Porter Circuit Court to give your petitioners a new trial on the ground that cutting a new channel across their railroads which are not within the drainage or water-shed of the Little Calumet River, inflicts upon neither of them any damage; although it was made to appear on the trial that to bridge the gaps over the new river would cost:

1. The Lake Shore and Michigan Southern, $135,000.
2. The Chicago, Indiana and Southern, $60,000.
3. The Michigan Central, $30,000.

(Appellants' Brief, p. 73.)

Wherefor-, for these and other good and sufficient reasons appearing upon the record, your petitioners humbly crave this Honorable Court to grant to each of them a rehearing.

And your petitioners will ever pray.

JOHN A. GAVIT,
ADDISON C. HARRIS,
Attorneys for Appellants and Petitioners.

June 15, 1914.

4822 And afterwards, to-wit: On the 1st day of July, 1914, the same being the 33rd Judicial Day of the May Term 1914 of said Supreme Court, the following further pleas and proceedings were had herein:

Come now the appellees, by counsel, and file briefs (8) in opposition to petition for rehearing filed herein, in the words and figures following:

4823 And afterwards, to-wit: On the 3rd day of July, 1914, the same being the 35th Judicial Day of the May Term 1914 of said Supreme Court, the following further pleas and proceedings were had herein:

Come now the parties, by counsel, and the Court being sufficiently advised in the premises denies appellant's petition for a rehearing filed herein with an opinion by Erwin, J., which opinion is in the words and figures following, to-wit:

4824 THE STATE OF INDIANA:

In the Supreme Court, May Term, 1914, on the 3rd Day of July, 1914, being the 35th Judicial Day of said May Term, 1914.

Hon. Charles E. Cox, Chief Justice; Hon. Richard K. Irwin, Hon. Quincy A. Myers, Hon. John W. Spencer, Hon. Douglas Morris, Associate Justices.

In the Case of

No. 21942.

LAKE SHORE AND MICHIGAN SOUTHERN RAILWAY COMPANY et al.
vs.
SUSAN CLOUGH et al.

Appealed from the Porter Circuit Court.

Appellant's Petition for Rehearing Overruled.

Come the parties by their Attorneys, and the Court being sufficiently advised in the premises, gives its opinion and judgment as follows, pronounced by Erwin, J.

4825 And afterwards, to-wit: On the 3rd day of July, 1914, come the parties by counsel and the court being advised in the premises, overrules the petition for a rehearing heretofore filed herein by the appellants, on the 19th day of June, 1914, with an opinion pronounced by Erwin, J., which opinion is in the words and figures following, to-wit:

It is earnestly insisted, by appellants, in their petition for a rehearing that this court erred in holding that the Porter circuit court had jurisdiction of the subject matter of this proceedings, by

reason of the provisions of §6141 Burn's 1914, which reads as follows: "Whenever any owner or owners of any separate and distinct tract or tracts of land lying outside of the corporate limits of any city or town in this state * * * shall find it necessary for the successful drainage of any such lands * * * may apply for such drainage by petition, filed in duplicate, to the circuit or superior court of the county in which the lands of the petitioners are situate."

If this were the only provision of the statute as to the jurisdiction of drainage proceedings, the contention of appellants might be sustained; but this same section contains the proviso: "That when any such proposed drain will run into two or more counties, or on the county line dividing two counties, the circuit or superior court of the county having the greatest length of said proposed ditch shall have the jurisdiction of said work."

These several provisions of the statute must be construed together.

We are of the opinion that where a proposed drain affects lands in two or more counties, that the petition must be filed in the county having the greater length of the proposed drain, whether the petitioners therefor were the owners of lands in that county or not, if their lands would be affected by the proposed drainage.

It is evident that the legislature anticipated just such a condition as is presented in this case, and to save any question as to jurisdiction made the later provision to this section.

The Porter circuit court had jurisdiction of the petition as presented, even though the petitioners had no lands in Porter County.

Petition for rehearing is overruled.

4826 It is therefore considered by the Court that the judgment of the Court below in the above entitled cause, be in all things affirmed at the cost of the appellants all of which is ordered to be certified to said Court.

And it is further considered by the Court, that the appellees recover of the appellants the sum of —— for their costs and charges in this behalf expended.

THE STATE OF INDIANA:

Supreme Court.

I, J. Fred France, Clerk of the Supreme Court of the State of Indiana, certify the above and foregoing to be a true and complete copy of the opinion and judgment of said Court in the above entitled cause.

In Witness Whereof, I hereto set my hand and affix the seal of said Court, at the City of Indianapolis, this — day of ——, 191-.

—— ——, *C. S. C.*

4827 And afterwards, to-wit: On the 17th day of December, 1914, the same being the 22nd Judicial Day of the November Term 1914 of said Supreme Court, the following further pleas and proceedings were had herein:

Comes now the appellants, by counsel, and files in the office of the Clerk of the Supreme Court, his petition for the allowance of a writ of error in the Supreme Court of the United States, said petition being hereto next attached, and being as follows:

4828 In the Supreme Court of the State of Indiana.

THE LAKE SHORE & MICHIGAN SOUTHERN RAILWAY COMPANY, The Chicago, Indiana & Southern Railroad Company, and The Michigan Central Railroad Company, Petitioners,

vs.

SUSAN CLOUGH, THE TOLLESTON CLUB OF CHICAGO, CHARLES G. Wicker, Gostlyn, Meyn & Company, Thomas E. Knotts, Louis A. Bryan, Evva C. Bryan, Calumet Land Company, South Broadway Land Company, Joseph Powers, Mary H. Wicker, and Gary Investment Company, Respondents.

Petition for a Writ of Error from the Supreme Court of Indiana Into the Supreme Court of the United States of America.

Filed Dec. 17, 1914. J. Fred France, Clerk.

4829 In the Supreme Court of the State of Indiana.

THE LAKE SHORE & MICHIGAN SOUTHERN RAILWAY COMPANY, The Chicago, Indiana & Southern Railroad Company, and The Michigan Central Railroad Company, Petitioners,

vs.

SUSAN CLOUGH, THE TOLLESTON CLUB OF CHICAGO, CHARLES G. Wicker, Gostlyn, Meyn & Company, Thomas E. Knotts, Louis A. Bryan, Evva C. Bryan, Calumet Land Company, South Broadway Land Company, Joseph Powers, Mary H. Wicker, and Gary Investment Company, Respondents.

Petition for a Writ of Error from the Supreme Court of Indiana Into the Supreme Court of the United States of America.

4830 To the Hon. Richard K. Erwin, Chief Justice of the Supreme Court of the State of Indiana:

Come now the above named petitioners by their attorneys, Addison C. Harris and John A. Gavit, and show that each of the said petitioners is a railroad corporation created and existing under and by virtue of the laws of the State of Indiana, and owning and operating railroads in and across said State:

They show that heretofore, to-wit, on August 4th, 1908, the above named respondents filed their certain petition in the Circuit Court of Porter County, Indiana, under the provisions of an Act of the General Assembly of said State entitled: "An Act concerning drainage, and repealing laws in conflict therewith," approved March 11th, 1907 (Acts 1907, page 508).

The respondents stated therein that they owned severally certain tracts of land in Lake County, Indiana. Said lands are in the valley and watershed of the Little Calumet River, a natural stream rising in La Porte County, Indiana, and flowing westerly across the counties of Porter and Lake into the State of Illinois, and thence into Lake Michigan. The channel and watershed of said river across said Porter and Lake counties is parallel with and near to the south shore of Lake Michigan. In some seasons of the year the river overflows its banks in said counties, causing a swale or wet lands,
4831 owned by the respondents, which they asked might be drained under the provisions of said Act. They made these petitioners parties defendant to said proceeding.

The plan of drainage proposed and carried out by the decree of the Porter Circuit Court, and affirmed and established by the Supreme Court of Indiana, was and is to cut a new channel for the Little Calumet River from a certain point in the natural channel in Porter County north to Lake Michigan; thus making a new channel and a new outlet for the river in the State of Indiana.

There is in said counties a high dry ridge of land about one mile wide between the valley of the Little Calumet River and Lake Michigan. This ridge is thirty feet higher than the water level of the lake and twenty feet higher than the water level of the Little Calumet River.

Long before the filing of said petition the said Lake Shore and Michigan Southern Railway Company had acquired and has ever since owned and operates on the top of this ridge, between the Little Calumet Valley and Lake Michigan a right of way and railroad used and maintained as a double track railway line forming a part of its railway system between Chicago, Illinois, and Buffalo, New York.

And long before the filing of said petition the said Chicago, Indiana and Southern Railroad Company had acquired and main-
4832 tained and used and owned a right of way on top of said ridge parallel and alongside that owned by the Lake Shore & Michigan Southern Railway Company, whereon the said Chicago, Indiana & Southern Railroad Company maintains and operates a single track railroad forming a part of its system running from the south shore of Lake Michigan in Indiana, to Danville, in the State of Illinois.

Neither of said railroads are within the valley or watershed of the Little Calumet River; which river never at any time ran across or through said ridge of high land into Lake Michigan, but always had its course and outlet westerly in Indiana, and thence through the State of Illinois, reaching an outlet in Lake Michigan in that State.

The plan of drainage mentioned in the said petition and established in and by said Porter Circuit Court, and approved and affirmed by the Supreme Court of Indiana in this case, is to destroy the Little Calumet River as a natural flowing stream and river by diverting it from its natural channel at a certain point and making the same to reverse its course and flow easterly through a new ditch or channel for a distance of several miles, and then turning at right angles north-

erly for a distance of a little more than one mile to Lake Michigan; so that when said new channel is constructed no water will flow at any time down the natural channel of the Little Calumet River, and thus and thereby prevent the overflow of the lands of the
4833 respondents, which lands are situated in Lake County and westerly of the commencement or beginning of the new channel for said river.

This new river channel or canal, sometimes called the ditch or the "work" in this proceeding, is by the judgment and decree of the Porter Circuit Court, and established and affirmed by the opinion, judgment and decree in the Supreme Court of Indiana, to be cut across the several rights of way of the Lake Shore and Michigan Southern Railway Company and the Chicago, Indiana and Southern Railroad Company where the same lie on the top of said ridge of land.

At the place of crossing these two railroads the said new channel, as established, will be and is seventy feet wide at the bottom, thirty-four feet in depth and two hundred and ten feet wide at the top, making necessary bridges of that length in the lines of each of said railways, in order to cross the new river flowing underneath. The Lake Shore and Michigan Southern Railway Company will thereby be injuriously affected and damaged in the sum necessary to construct said new double track bridge in its said line at a cost of, to-wit, one hundred and thirty thousand dollars. And the Chicago, Indiana & Southern Railroad Company will be injuriously affected and damaged in the sum of sixty thousand dollars for the construction of a single track bridge thereover in its line.

Many years before the filing of said petition the petitioner, the Michigan Central Railroad Company, acquired and owns a
4834 right of way and built a railroad across Indiana, forming a part of its line and system from Chicago, Illinois, to Detroit, Michigan; which line crossed the Little Calumet River on a bridge in said Porter County about seven miles west of the said cutoff to the Lake and a short distance west of the beginning of the new channel wherein the waters of the Little Calumet River are to be reversed from their natural flowage westerly and made to flow in the artificial channel easterly to the cut-off, and through that northerly to Lake Michigan.

The railroad and bridge of the Michigan Central Railroad Company in nowise causes or contributes to the overflow of the lands of the respondents or any other person.

The bridge rests on good and sufficient piers at either bank. The plan of drainage approved and established by the decree of the Porter Circuit Court and affirmed and established by the opinion, judgment and decree of the Supreme Court of Indiana, is to deepen the channel of the Little Calumet River under said bridge as it now stands to the depth of eight feet, or more, in order that the water coming through the river may be forced to change its course from west to east as aforesaid, and to sink the bottom of the new channel from the point of beginning to the lake from eight to thirty feet deeper

than the natural surface of the earth, so as to theoretically
4835 secure a reversed fall through the new channel and artificial river bed of but one foot in ten thousand feet.

The deepening of the channel under the bridge of the Michigan Central Railroad Company and the reversal of the flow of the river makes it necessary to take out the abutments supporting the bridge which will be undermined by the work, and put in place new abutments, in order to make the bridge sufficient and safe.

This work will injuriously affect the property of the said railway company, and will put it to the cost and damage of the sum of thirty thousand dollars or more in building new abutments and supports for the bridge.

The property, lands, rights of way and railway lines of the Lake Shore and Michigan Southern Railway Company and the Chicago, Indiana & Southern Railroad Company do not, nor does either in the least part or at all, cause or contribute in any way to the overflow of the Little Calumet River. These railway lines are not, nor is either, within the valley or watershed of the Little Calumet River. Neither has the River at any time ever flowed at any place in the State of Indiana into Lake Michigan; but always had its flowage into both states as aforesaid.

It is provided in certain provisions of said drainage act that the Drainage Commissioners and other public officers of the State of Indiana having said drainage work in the petition herein
4836 described, in charge shall, among other duties, assess the benefits, if any, and the damages, if any, caused by said work to each separate tract of land to be affected thereby, and to easements held by railway or other corporations, as well as cities, towns, or other public or private corporations, including any land, rights, easements or water power injuriously or beneficially affected, and to make report to the Court (Porter Circuit Court) under oath as directed; provided also that when any ditch, drain or levy runs into another county than the one where such proceedings therefor as aforesaid are instituted, no bridge, culvert or road in such other county shall be destroyed or injured or interfered with, unless the damage to be occasioned thereby to such bridge, culvert or road has been considered, estimated and assessed, by the said Drainage Commission; and the payment of such damages to such county provided for, by assessing, pro rata, as other damages are assessed. (Section 3.)

It is also enacted in said drainage act that: "Whenever it may be desirable * * * to change any * * * water course lying * * * across or near to the state line between the State of Indiana and any adjoining state * * * the Boards of Commissioners and other proper officers of the several counties in this state so joining another state, shall have authority to join with the
4837 proper officers of such adjacent counties of other states in the construction, widening, straightening, deepening, repairing or improving of such ditch, drain, water course or other work of drainage."

And your petitioners show that in the course of said case it was contended by them that the Porter Circuit Court under the facts of this case was without jurisdiction of the subject matter; but yet the Porter Circuit Court by its judgment and decree, and the Supreme Court of Indiana by its opinion and judgment affirming said action of said lower Court, held that the Porter Circuit Court had jurisdiction of the subject matter. And your petitioners also show that by the judgment and decree of the Porter Circuit Court and by the opinion and judgment of the Supreme Court of Indiana affirming the proceedings in the Porter Circuit Court, it was held and adjudged that neither of these petitioners were entitled to prove their respective injuries and damages, or entitled to have any judgment by way of damages or compensation or otherwise for and on account of the several injuries and damages done and authorized to be done to their respective railway properties under said proceeding under said Act. And this although by the very terms of the Act each of these railroads was entitled to have its damages estimated and assessed.

And your petitioners show that it doth appear upon the
4838 decree of the Porter Circuit Court, and by the opinion and judgment of the Supreme Court of Indiana affirming the same, that many other corporations, both municipal and private, as well as natural persons, owning lands injuriously affected by said work were each awarded compensatory damages for injuries done to the property of each. And it doth appear in said proceedings, and in the opinion and judgment of the Supreme Court of Indiana herein, that the County of Lake was awarded damages for injuries done to the public highways of said county by said drainage work, as well as damages allowed to each of the many persons found to be damaged and whose damages are assessed and listed in said judgment and decree, the total damages assessed to the various property holders aggregating in all — dollars.

And now your petitioners jointly and each for itself severally state that they and each severally consider themselves and itself aggrieved by the final opinion and judgment of the Supreme Court of Indiana in said cause, that being the highest Court of said State and the only Court having jurisdiction on appeal, for each of the following reasons, to-wit:

First. The said opinion and said judgment of the Supreme Court of Indiana that these petitioners are not nor is either entitled to
any compensation or damage by reason of and on account of
4839 the construction and maintenance of the new channel for the Little Calumet River under and across their several lands, rights of way, railroads and property, is in violation of the clause in the fourteenth amendment to the Constitution of the United States declaring: "No state shall deprive any person of property without due process of law."

Second. The Supreme Court of the State of Indiana in its said opinion and judgment in this cause to the effect that these petitioners are not, nor is either of them, entitled to any compensation by reason and on account of the construction and maintenance of

the new channel of the Little Calumet River under and across their several lands, rights of way and railroads, while at the same time awarding to many other property owners compensation for their property taken or damaged by said work, is further in violation of that section of the fourteenth amendment to the Constitution of the United States declaring: "No state shall deny to any person the equal protection of the laws."

Third. Under the terms and provisions of said drainage act these petitioners were and each was and is entitled to prove and establish their several damages for the several injuries done and to be done to their respective railway properties by the construction and maintenance of the said work; and now they show that by the
4840 legal construction put upon said drainage act in the opinion and judgment of the Supreme Court of Indiana in this case to the effect that they are not, nor is either, permitted or entitled to prove and maintain and establish their several damages and rights of compensation or any damages, is to and does thereby make the State of Indiana deny to each of these petitioners severally due process of law, and also to deny to them, and to each of them, the equal of protection of the laws, all in violation of each of those provisions of the fourteenth amendment to the Constitution of the United States declaring that: "No state shall deprive any person of property without due process of law, nor deny to any person within its jurisdiction the equal protection of the laws."

Fourth. By Section 8½ of said drainage act the sole jurisdiction to improve the course of the Little Calumet River by changing the channel, the course of flowage, and destroying the river, was vested in the officers and courts of Lake County, Indiana, and the Supreme Court of the State of Indiana in its opinion and judgment aforesaid erred in holding that the Porter Circuit Court was clothed with jurisdiction to forcibly take without compensation the rights and property of these petitioners, and each of them, from them severally and give the same to the State of Indiana to be used for the uses
4841 and purposes in the decree stated; and inasmuch as the Porter Circuit Court was not, under the laws of Indiana, vested with jurisdiction over the subject matter, its judgment and decree against these petitioners, and also the opinion and judgment of the Supreme Court of Indiana against these petitioners affirming said judgment, denies to them, and each of them severally, due process of law and violates that provision of the fourteenth amendment to the Constitution of the United States declaring that: "No state shall deprive any person of property without due process of law."

For "due process of law" makes necessary a court of competent jurisdiction over the subject matter (as well as of the person) in a proceeding in rem and for the appropriation and taking of property.

Fifth. The Supreme Court of Indiana in its opinion and judgment in said cause erred in holding and deciding that said drainage act is not in conflict with the provisions of the fourteenth amendment of the Constitution of the United States as construed by that Court.

Sixth. The Supreme Court of Indiana in its opinion and judgment in said cause erred in holding and deciding that the power of

the State of Indiana exercised against the property, in the taking thereof, of the Lake Shore & Michigan Southern Railway Company; and also of the Chicago, Indiana and Southern Rail-
4842 road Company, was the police power of the State; whereas, in truth and in fact, the properties of the above named railways was taken under the power of Eminent Domain, and not otherwise. And being so taken, the State was bound by and through its proper officers and courts to assess and provide compensation for the injuries inflicted upon the properties of each of these petitioners. And the refusal to permit the damages offered to be proved, or as allowed by the Commissioners, denies to them, and each of them, due process of law, in violation of that provision of the fourteenth amendment declaring that: "No state shall deprive any person of property without due process of law."

Seventh. And your petitioners further show that the Supreme Court of Indiana erred in its opinion and judgment in said cause in this, that it doth appear upon the record herein, and is a matter of common judicial knowledge known to all men, that the Little Calumet River is an interstate, navigable water course, and is connected with Lake Michigan; that the Government of the United States for some years past has been and is engaged in making and improving an inland navigable system of national commerce and navigation at the foot of Lake Michigan, and such improvement contemplates the use and improvement of Lake Calumet and the Calumet River and the Little Calumet River, both in the states of Indiana and Illinois. The destruction of the Little Calumet
4843 River in Indiana will injuriously affect and destroy the use of said river for the purposes of navigation; and the Supreme Court of Indiana therefore erred, having this knowledge in mind and before it, in holding and deciding that the Porter Circuit Court under said drainage act had lawful power and jurisdiction to destroy the said Little Calumet River below the cutoff and wrongfully divert it from its natural course of flowage and force the same to flow under and across the railway properties of each of these petitioners, inflicting upon them, and each of them, great injury and damages. And said Court decided, in substance and effect, in said opinion and judgment that because these petitioners were not riparian owners they had no right to question the authority and jurisdiction of the Porter Circuit Court to divert the channel and flowage from its natural course across and under their respective railways as in the work established by and in said decree. And so these petitioners say that by the said construction put upon the provision of said drainage act in this behalf by said Supreme Court said act is made to be in violation of that provision in the fourteenth amendment to the Constitution of the United States declaring that "No state shall deprive any person of property without due process of law."

Eighth. And your petitioners further show that it doth appear from the record herein that during the progress of the trial
4844 of this cause in the Porter Circuit Court the Drainage Commissioners made and filed in said Court their second report,

which stated that by the said work the property of the Lake Shore and Michigan Southern Railway Company would be injuriously affected, and said Company was entitled to damages in the sum of thirty-five thousand dollars; and also by said report that the property of the Chicago, Indiana & Southern Railroad Company was injuriously affected and it was entitled to damages in the sum of seventeen thousand dollars. To this report these petitioners last aforesaid answered to the effect that the damages as assessed in amounts were insufficient; but that the damages to be caused to these several petitioners were as follows:

(1) To the Lake Shore & Michigan Southern Railway Company the sum of one hundred and fifty thousand dollars.

(2) To the Chicago, Indiana & Southern Railroad Company the sum of one hundred and thirty-one thousand dollars.

(3) To the Michigan Central Railroad Company the sum of sixty-three thousand dollars.

Which several damages these petitioners severally answered that they stood ready to prove.

The petitioners show that at the proper time, during the progress of the trial in the Porter Circuit Court and before the decree, they each produced in the Porter Circuit Court competent wit-
4845 nesses who were sworn, and would have testified, that the actual damages to each of these petitioners consequent upon the construction of said work were substantially in the sums above stated; that thereupon the Porter Circuit Court held:

First. That these petitioners were not, nor was either of them, entitled to prove any damages; but that damages were denied by said Drainage Act.

Second. That the compensations set forth in the report of the Commissioners as aforesaid were unauthorized, illegal and void, and struck the same from the report; and thereupon and afterwards entered a finding and made a final decree to the effect that neither of the petitioners was benefited in any way by the construction of said work; and that neither of them was entitled to any compensation for the actual damages to be inflicted upon and suffered by each of these petitioners consequent upon the construction of said work.

These matters were properly presented to said Porter Circuit Court in their motions for a new trial and properly assigned as error and properly presented to the Supreme Court of the State of Indiana on appeal in argument and briefs, and in the opinion and judgment of the Supreme Court herein the Court erred in affirming the action of the Porter Circuit Court as aforesaid, and in holding and deciding that these petitioners were not, nor was either of them, entitled to any damages whatsoever on account of the injuries

caused to each of their several railroad properties. Such
4846 action of the Supreme Court of Indiana, in holding that they had no right to prove their damages sustained and to be sustained, denies to these petitioners, and each of them, due process of law as vouchsafed to them in the provisions in the fourteenth amendment to the Constitution of the United States declaring that "No state shall deprive any person of property without due process of law."

And the petitioners show that all of these matters were properly preserved by, in and upon the record of the Porter Circuit Court and by bills of exceptions made and filed and of record in the Porter Circuit Court; and a full, true and correct and complete transcript of the proceedings had in said cause was brought by these petitioners on appeal into the Supreme Court of Indiana on the 19th day of June, 1911; and that the matters of error complained of in this petition were properly assigned and presented by these petitioners in and to the said Supreme Court of Indiana; and that at the November Term, 1913, in the Supreme Court of Indiana, said case and errors came on to be heard and argued by the counsel of the respective parties; that afterwards, on the 21st day of April, 1914, the Supreme Court of Indiana filed its opinion and rendered its final judgment and decree that the action of the Porter Circuit Court as in this petition stated, was not erroneous in any manner whatsoever, and that said Drainage Act as construed
4847 and applied in this proceeding "is not in conflict with the fourteenth amendment to the Federal Constitution," nor in conflict with any of the laws of the United States.

And the petitioners show that the several federal questions in this petition mentioned were properly presented upon the record, and presented to, and were decided by the Supreme Court of Indiana against these petitioners as aforesaid; and the decision of said federal questions and each of them was necessary to the said opinion and said judgment rendered. And so these petitioners and each of them, feeling themselves aggrieved as aforesaid, herewith present their proper assignment of error, as plaintiffs in error, in the Supreme Court of the United States, against the Respondents to this petition, being defendants in error to said assignments; and your petitioners also file their bond herewith as requierd by the laws of the State of Indiana and the laws of the United States, which they pray may be approved herein.

And so now your petitioners humbly pray that the Chief Justice of the Supreme Court of the State of Indiana allow and cause a proper writ of error to be issued from the Supreme Court of the United States to the Supreme Court of the State of Indiana and the Judges thereof, to the end that the record in said above entitled cause may be removed into the Supreme Court of the United
4848 & 4849 States, to the end that the several errors complained of by your petitioners and plaintiffs in error may be examined and corrected by said Supreme Court of the United States, and that the said final opinion and judgment of the Supreme

Court of Indiana may be reversed in all things as to each of your petitioners and plaintiffs in error.

And your petitioners will ever pray, &c.

THE LAKE SHORE AND MICHIGAN SOUTHERN RAILWAY COMPANY,
THE CHICAGO, INDIANA AND SOUTHERN RAILROAD COMPANY,
AND
THE MICHIGAN CENTRAL RAILROAD COMPANY,
By JOHN A. GAVIT,
ADDISON HARRIS.
Attorneys for the Petitioners and Plaintiffs in Error.

Dec. 16, 1914.

4850 And on the same day, the following further pleas and proceedings were had in said Court, in said cause:

Come now the appellant-, by counsel, and files an Assignment of Errors in the Supreme Court of the United States, on the writ of error herein, said assignment of errors being hereto next below attached, and being as follows:

4851 Original.

In the Supreme Court of the United States of America.

THE LAKE SHORE & MICHIGAN SOUTHERN RAILWAY COMPANY, The Chicago, Indiana & Southern Railroad Company, and The Michigan Central Railroad Company, Plaintiffs in Error,

vs.

SUSAN CLOUGH, THE TOLLESTON CLUB OF CHICAGO, CHARLES G. Wicker, Gostlyn, Meyn & Company, Thomas E. Knotts, Louis A. Bryan, Evva C. Bryan, Calumet Land Company, South Broadway Land Company, Joseph Powers, Mary H. Wicker, and Gary Investment Company, Defendants in Error.

Assignments of Error.

Filed Dec. 17, 1914. J. Fred France, Clerk.

4852 In the Supreme Court of the State of Indiana.

For the Supreme Court of the United States.

THE LAKE SHORE & MICHIGAN SOUTHERN RAILWAY COMPANY, The Chicago, Indiana & Southern Railroad Company, and The Michigan Central Railroad Company, Plaintiffs in Error,

vs.

SUSAN CLOUGH, THE TOLLESTON CLUB OF CHICAGO, CHARLES G. Wicker, Gostlyn, Meyn & Company, Thomas E. Knotts, Louis A. Bryan, Evva C. Bryan, Calumet Land Company, South Broadway Land Company, Joseph Powers, Mary H. Wicker, and Gary Investment Company, Defendants in Error.

Assignment- of Error.

4853 Come now the Lake Shore and Michigan Southern Railway Company, The Chicago, Indiana & Southern Railroad

Company and the Michigan Central Railroad Company, appellants and plaintiffs in error, and complain of the said defendants in error, and allege and state that in the record, proceedings, decisions, opinion, final judgment and decree of the Supreme Court of Indiana, that being the highest Court in the State of Indiana in which a decision in this suit and proceeding could be had, and being vested with the highest jurisdiction of any Court in the State over this cause, there is manifest error in each of the following particulars and assignments of error against these plaintiffs in error, and each of them, as follows, to-wit:

First. The Supreme Court of the State of Indiana erred in holding and deciding in the opinion, decree and judgment in said cause that these plaintiffs in error were not, nor was either of them, entitled to have assessed any compensation or damages by reason or on account of the taking of the property of each plaintiff in error in and for the construction of the new channel, canal or ditch of and for the Little Calumet River under and through and across their several railroad tracks, lands, easements, roadbeds, bridges and the rights of way, in this case, as authorized, decreed and established and affirmed in the opinion and judgment
4854 and decree of the said Supreme Court of the State of Indiana under the provisions of an Act of the General Assembly of the State of Indiana (Acts 1907, page 508) entitled "An Act concerning drainage and repealing laws in conflict", approved March 11th, 1907; and in holding that neither plaintiff in error was entitled to have any damages for the injuries inflicted and to be done to the property of each, in the construction and maintenance of said channel or cut ordered to be cut and maintained; for that by such opinion and judgment and decree of the Supreme Court of Indiana affirming the judgment of the Porter Circuit Court, the property and rights of these plaintiffs in error, and of each of them, were and are taken from them, and each of them, in this proceeding by the State of Indiana without due process of law, and in violation and contravention of the provision in the fourteenth amendment to the Constitution of the United States declaring that "No state shall deprive any person of property without due process of law".

Second. The Supreme Court of the State of Indiana in its opinion decree and judgment in this case erred in holding, deciding and adjudging that these plaintiffs in error are not, nor is either of them, entitled to prove, or have any compensation or damages by reason or on account of the property and rights of each of these plaintiffs in error taken from them severally by and under said judg-
4855 ment and decree, and appropriated by the State of Indiana for the construction, maintenance and use of the new channel, canal or ditch established and to be established for the Little Calumet River, to be excavated and cut and opened and used under, through and across their several railroads, roadbeds, tracks, property, easements and rights of way, as authorized and decreed to be made by the opinion, judgment and decree of the Supreme Court of Indiana in this case, under the provisions of an Act of the General Assembly of the State of Indiana entitled "An Act concerning drain-

age and repealing laws in conflict", approved March 11th, 1907 Acts, page 508); which provides damages for all persons injuriously affected for that by the said opinion, judgment and decree of the said Supreme Court of Indiana, affirming the judgment of the Porter Circuit Court of the State of Indiana, the properties and rights of each of these plaintiffs in error are taken and being taken from them, and each of them severally, by the State of Indiana in violation of that clause in the fourteenth amendment to the Constitution of the United States which declares that "No state shall deny to any person the equal protection of the law".

Third. The Supreme Court of the State of Indiana in its opinion and judgment herein erred in holding and deciding that under the provisions of the Act of the General Assembly of the State
4856 of Indiana entitled "An Act concerning drainage and repealing laws in conflict", approved March 11th, 1907 (Acts 1907, page 508) these plaintiffs in error were not, nor is either of them entitled to prove, as a matter of fact, that they and each of them severally were and are injuriously affected and greatly damaged by and on account of the construction and maintenance of the new channel for the Little Calumet River, canal, ditch or work established and made and to be made under, through and across the railroads, properties, roadbeds, bridges, lands and rights of way of each, taken by and on behalf of the State of Indiana, and thereby inflicting upon each of these plaintiffs in error great and lasting injuries, to the great damage of each; and such refusal and denial of the rights of each of these plaintiffs in error to make proof and establish their several damages and rights to compensation for and on account of said work, was and is in denial of the right of due process of law secured to these plaintiffs in error, and each severally, under that clause of the fourteenth amendment to the Constitution of the United States declaring that "No state shall deny to any person the right of due process of law; nor deny to any person the equal protection of the laws."

Fourth. The Supreme Court of the State of Indiana erred in its opinion and judgment and decree in holding that the Porter
4857 Circuit Court of the State of Indiana had jurisdiction over the subject matter of the work of digging, cutting, opening, constructing and maintaining a new channel in the record described for the Little Calumet River, being an inter-state stream and having its source in La Porte County, Indiana, and flowing thence across the counties of Porter and Lake in said State into the State of Illinois, and thence into Lake Michigan; because of and by the provisions of Section 8½ of said drainage act, approved March 11th, 1907, entitled "An Act concerning drainage and repealing laws in conflict", the sole jurisdiction to authorize and do the work of changing the course and channel of the said Little Calumet River was and is vested, under said Act, in the Courts and public officers of Lake County, Indiana, and not given—and therefore denied—to the Courts and public officers of Porter County, Indiana; and the opinion and judgment of said Supreme Court of Indiana holding and deciding the contrary as aforesaid makes and authorizes the

State of Indiana to take the property, railroads and rights of way of each of these several plaintiffs in error without due process of law and in violation of that clause of the fourteenth amendment to the Constitution of the United States which declares that "No state shall deprive any person of property without due process of law."

Fifth. It appears upon the record in this case that the rights of way and the railways of these two plaintiffs in error, to-wit,
4858 The Lake Shore & Michigan Southern Railway Company and the Chicago, Indiana and Southern Railroad Company, are not in any part within the valley or watershed of the Little Calumet River, nor caused nor contributed in any wise or part to the overflow complained of; and sought to be presented in this proceeding and so no part of the properties and railroads of the said two above named plaintiffs in error were or are within the boundaries of the drainage district in said proceeding established; and the Supreme Court of Indiana in its opinion and judgment herein erred in affirming the judgment of the Porter Circuit Court in holding that, nevertheless, under said drainage act of March 11th, 1907, the State of Indiana by and through its officers and courts, had and has the right and power to take, appropriate and injure the lands, rights of way, railroads and property of each of the above named two plaintiffs in error without providing for, or compensating them, or either of them, for the injuries and damages inflicted upon and against each of them; and in holding and deciding that the power of the State of Indiana exercised in this behalf by the State against them is the police power of the State, with the right to injure destroy and take their several property and properties without compensation; whereas these two plaintiffs in error assert that the power exercised and to be exercised in the premises against each of them and their property is that of Eminent Domain, which awards compensation as due process of law.. And so the opinion and judgment of the Supreme Court of Indiana herein in denying to them the
4859 right of compensation for the property of each taken makes said drainage act and the opinion and judgment of the Supreme Court of Indiana to contravene and violate the clause in the fourteenth amendment to the Constitution of the United States declaring "That no State shall deprive any person of property without due process of law."

Sixth. The Supreme Court of the State of Indiana erred in holding in this case that the State of Indiana, under the provisions of said drainage act of March 11th, 1907, as construed, applied and enforced by the said Supreme Court of Indiana, does not conflict with either of the provisions of the fourteenth amendment to the Constitution of the United States declaring "No state shall deprive any person of property without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws."

Seventh. The Supreme Court of Indiana in its opinion and judgment herein erred in holding that it was legal and lawful for the State of Indiana in this proceeding to take from the plaintiffs in error, and each of them, severally, their several lands, easements, rights and railway property in the manner and for the use of the

State of Indiana in the final decree of the Porter Circuit Court of Indiana established and affirmed by said Supreme Court, without giving these plaintiffs in error, or either of them, any damages
4860 or compensation for the injuries done and to be done to their several railways, rights and properties in the construction and maintenance of said work of drainage under said drainage act of said state entitled "An Act concerning drainage and repealing laws in conflict," approved March 11th, 1907; and at the same time under said Act and in said proceeding make a judgment providing for making and assessing and paying the County of Lake, in the State of Indiana, damages done to the public highways owned by said county, and also making, assessing and providing compensation and payments to other corporations, public and private, and natural persons as well, whose properties were taken, injured or injuriously affected by the construction and maintenance of said work as fully set forth in the record herein; and in so holding and deciding and adjudging the Supreme Court of Indiana made said Act and said judgment against each of these plaintiffs in error to be in conflict with and derogation of the rights of these plaintiffs in error, and each of them, by that provision of the fourteenth amendment to the constitution of the United States declaring that "No state shall deny to any person within its jurisdiction the equal protection of the laws."

Eighth. The Supreme Court of the State of Indiana erred in its opinion and judgment and decree herein in this, viz.: Notwithstanding the Little Calumet River is an inter-state, navigable
4861 stream, used and to be used and improved by the Government of the United States for interstate and national commerce in both the states of Indiana and Illinois, and in connection with navigation upon Lake Michigan, yet said Court held and adjudged that the State of Indiana had jurisdiction and power, under the provisions of said drainage act of the State of Indiana approved March 11th, 1907, to alter and change the course and channel and divert the river from the State of Illinois and destroy the nevigable use of said river, by and through the proceedings and judgment had in the Porter Circuit Court of the State of Indiana as set forth at length in the record in this cause; and these plaintiffs in error say that in so injuring and taking their property and rights, and the property and rights of each of them, in and under said proceedings, the same is done and being done in violation of their several rights secured to them and each of them, by that provision in the fourteenth amendment to the Constitution of the United States which declares that "No state shall deprive any person of property without due process of law"; for that, under said drainage act and the laws of the United States, the Porter Circuit Court of the State of Indiana, and the officers of the State of Indiana, and the Supreme Court of the State of Indiana, and the State of Indiana has not, nor has either, the right or jurisdiction in this case, under said Act or otherwise, to take the property of these plaintiffs in error from them, and each of them, as a means and part of the proceeding to destroy the flow and the navigable use of the Little Calumet River.

4862 Ninth. The Supreme Court of Indiana in its opinion and judgment in this case, and by and under the construction of said drainage act of March 11th, 1907, in holding and deciding that these plaintiffs in error had not, nor had either of them, any right to prove their several damages and compensation for and on account of their several properties and rights being taken and injured by the State of Indiana by the construction and maintenance of said work as under said proceeding, made the said Act to be and the same is in violation of those provisions of the fourteenth amendment to the Constitution of the United States which secures to each plaintiff in error the right, by due process of law, to prove and establish their several damages and rights to compensation for and on account of the injuries done and to be done to their several properties as established and directed in the decree of the Porter Circuit Court, and affirmed and established in the opinion and judgment and decree of the Supreme Court of the State of Indiana.

Tenth. Under the construction put by the Supreme Court of the State of Indiana on the said Act concerning drainage, approved March 11th, 1907, (Acts, page 508) the same is in violation of the provisions of the fourteenth amendment to the Constitution
4863 of the United States which prohibits the State of Indiana, either by its judiciary or legislature or executive or administrative officers, to take the property and rights of and from these several plaintiffs in error without affording or giving them an opportunity to prove and establish the injuries inflicted upon them and their several railway properties, and each of them, under and by reason of the establishment, construction and maintenance of said work under said Act; and so thereby denying to them, and each of them, due process of law, in contravention of the provision of the fourteenth amendment to the Constitution of the United States declaring that "No state shall deprive any person of property without due process of law," nor "deny to any person the equal protection of the laws."

Eleventh. The Lake Shore & Michigan Southern Railway Company states and assigns for error that the Supreme Court of Indiana erred herein in holding that upon the trial of this cause in the Porter Circuit Court this plaintiff in error had not the right and was denied the right to prove by its witnesses, Mr. R. A. Felders, and Arthur Muntzheiner that the making of the new channel for the Little Calumet River under and across its property, railroad and right of way would necessitate the construction of a double track railroad bridge over and across the new channel at a
4864 necessary cost and expense in the sum of one hundred and thirty-five thousand dollars ($135,000). Such decision being based solely on the proposition that by and under the laws of the State of Indiana the State had the lawful right without making or providing any compensation for such damages inflicted, to take the property of this plaintiff in error for said purpose. Such decision makes the State of Indiana to take the property of this plaintiff in error without due process of law and in direct violation of that clause of the fourteenth amendment to the Constitution of

the United States declaring that "No State shall take the property of any person without due process of law."

Twelfth. The Chicago, Indiana and Southern Railroad Company states and assigns for error that the Supreme Court of Indiana erred herein in holding that upon the trial of this cause in the Porter Circuit Court this plaintiff in error had not the right and was denied the right to prove by its witnesses, Mr. R. A. Feldes and Arthur Muntzheiner that the making of the new channel for the Little Calumet River under and across its property, railroad and right of way would necessitate the construction of a double track railroad bridge over and across the new channel at a necessary cost and expense in the sum of sixty thousand dollars ($60,000). Such decision being based solely on the proposition that by and under the laws of the State of Indiana the State had the lawful right
4865 without making or providing any compensation for such damages inflicted, to take the property of this plaintiff in error for said purpose. Such decision makes the State of Indiana to take the property of this plaintiff in error without due process of law and in direct violation of that clause of the fourteenth amendment to the Constitution of the United States declaring that "No state shall take the property of any person without due process of law."

Thirteenth. The Michigan Central Railroad Company states and assigns for error that the Supreme Court of Indiana erred herein in holding that upon the trial of this cause in the Porter Circuit Court this plaintiff in error had not the right and was denied the right to prove by its witness, Mr. C. C. Hill, that the making of the new channel for the Little Calumet River under and across its property, railroad and right of way would necessitate the construction of a double track railroad bridge over and across the new channel at a necessary cost and expense in the sum of thirty thousand dollars ($30,000). Such decision being based solely on the proposition that by and under the laws of the State of Indiana the State had the lawful right without making or providing any compensation for such damages inflicted, to take the property of this plaintiff in error for said purpose. Such decision makes the State of Indiana to take the property of this plaintiff in error without
4866 due process of law and in direct violation of that clause of the fourteenth amendment to the Constitution of the United States declaring that "No state shall take the property of any person without due process of law."

Wherefore, for each and every of the foregoing errors, these plaintiffs in error pray that the said opinion and judgment of the Supreme Court of Indiana, rendered and entered in this cause on towit, April 21st, 1914, as the same appear upon the record herein, may be in all things reversed and set aside and held for naught as against these plaintiffs in error, and each of them, severally; and that a new trial be ordered as to these plaintiffs in error, and each of them severally; and a proper judgment rendered in

favor of these plaintiffs in error, and each of them severally, with their proper costs and for all other and proper relief.

THE LAKE SHORE AND MICHIGAN SOUTHERN RAILWAY COMPANY,
THE CHICAGO, INDIANA AND SOUTHERN RAILROAD COMPANY AND
THE MICHIGAN CENTRAL RAILROAD COMPANY,
By JOHN A. GAVIT,
ADDISON C. HARRIS,
Attorneys for the Plaintiffs in Error.

Dec. 16, 1914.

4867 [Endorsed:] Filed Dec. 17, 1914. J. Fred France, Clerk.

4868 In the Supreme Court of the State of Indiana.

THE LAKE SHORE & MICHIGAN SOUTHERN RAILWAY COMPANY, The Chicago, Indiana & Southern Railroad Company, and The Michigan Central Railroad Company, Petitioners and Plaintiffs in Error,

vs.

SUSAN CLOUGH, THE TOLLESTON CLUB OF CHICAGO, CHARLES G. Wicker, Gostlyn, Meyn & Company, Thomas E. Knotts, Louis A. Bryan, Calumet Land Company, South Broadway Land Company, Joseph Powers, Mary H. Wicker, and Gary Investment Company, and Evva C. Bryan, Respondents and Defendants in Error.

The above entitled matter coming on to be heard upon the petition of the appellant therein for a writ of error from the Supreme Court of the United States to the Supreme Court of the State of Indiana, and upon examination of said petition and the record in said matter, and desiring to give the petitioner an opportunity to present in the Supreme Court of the United States the questions presented by the record in said matter.

It is ordered that a writ of error be, and is hereby, allowed to this court from the Supreme Court of the United States, and that the bond presented by said petitioner be, and the same is, hereby approved.

RICHARD K. ERWIN,
Chief Justice of the Supreme Court of the State of Indiana.

[Endorsed:] Filed Dec. 17, 1914. J. Fred France, Clerk.

4869 And on the same day the following further pleas and proceedings were had in said Court, in said cause:

Comes now the appellants, by counsel, and files a writ of error from the Supreme Court of the United States, to the said Supreme Court of Indiana, in this cause, said writ of error being hereto next below attached, and being as follows:

4870 UNITED STATES OF AMERICA:

The President of the United States of America to the Honorable the Judges of the Supreme Court of the State of Indiana, Greeting:

Because in the record and proceedings, as also on the rendition of the judgment of a plea which is in the said District Court, before you, between The Lake Shore & Michigan Southern Railway Company, The Chicago, Indiana & Southern Railroad Company and The Michigan Central Railroad Company, and Susan Clough, The Tolleston Club of Chicago, Charles G. Wicker, Gostlyn, Meyn & Company, Thomas E. Knotts, Louis A. Bryan, Evva C. Bryan, Calumet Land Company, South Broadway Land Company, Joseph Powers, Mary H. Wicker and Gary Investment Company a manifest error hath happened, to the great damage of the said Lake Shore & Michigan Southern Railway Company, The Chicago, Indiana and Southern Railroad Company and The Michigan Central Railroad Company, as by their complaint appears; and it being fit that the error, if any there hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid on this behalf, you are hereby commanded, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington thirty days after the date hereof, in the Supreme Court of the United States, to be then and there held, that the record and proceedings aforesaid being inspected, the Supreme Court of the United States may cause further to be done therein to correct that error, what of right and according to the law and custom of the United States should be done.

Witness the Honorable Edward D. White, Chief Justice of the Supreme Court of the United States, and the seal of said District Court, this 2d day of March, A. D. 1915.

[Seal District Court of the United States, District of Indiana.]

NOBLE C. BUTLER,
Clerk of the District Court of the United States for the District of Indiana.

Copy of above writ for the defendants in error lodged in the Clerk's Office of the Supreme Court of the State of Indiana on the 2nd day of March, 1915.

In obedience to the above writ I herewith transmit to the Supreme Court of the United States a true and complete transcript of the record and proceedings in the above entitled cause, this 9th day of March, A. D. 1915.

[Seal Supreme Court, State of Indiana, MDCCCXVI.]

J. FRED FRANCE,
Clerk of the Supreme Court of the State of Indiana.

[Endorsed:] No. —. District Court of The United States for the District of Indiana. The Lake Shore & Michigan Southern Ry. Co. et al., Plaintiff in Error, vs. Susan Clough et al., Defendant- in Error. Writ of Error to The Supreme Court of the United States.

4871 And on the same day the following further pleas and proceedings were had in said Court, in said cause:

Comes now the appellants, by counsel, and files their bond on appeal to the Supreme Court of the United States, in the penal sum of Five Thousand ($5,000.00) Dollars, which bond is taken and approved, a copy being hereto next below attached, and being as follows:

4872 In the Supreme Court of the State of Indiana.

THE LAKE SHORE AND MICHIGAN SOUTHERN RAILWAY COMPANY, The Chicago, Indiana & Southern Railroad Company, and The Michigan Central Railroad Company, Petitioners,

vs.

SUSAN CLOUGH, THE TOLLESTON CLUB OF CHICAGO, GOSTLYN, Meyn & Company, Thomas E. Knotts, Louis A. Bryan, Evva C. Bryan, Calumet Land Company, South Broadway Land Company, Joseph Powers, Mary H. Wicker, and Gary Investment Company, and Charles G. Wicker, Respondents.

The writ of error as prayed for in the foregoing petition is hereby allowed this 17 day of December, A. D. 1914, the writ of error to operate as a supersedeas, and the bond for that purpose is fixed at the sum of $5000.00. Dated at Indianapolis, Ind., this 12th day of December, A. D. 1914.

RICHARD K. ERWIN,
Chief Justice Supreme Court of the State of Indiana.

[Endorsed:] Filed Dec. 17, 1914. J. Fred France, Clerk.

4873 In the Supreme Court of the United States of America.

THE LAKE SHORE AND MICHIGAN SOUTHERN RAILWAY COMPANY, The Chicago, Indiana and Southern Railroad Company, and The Michigan Central Railroad Company, Plaintiffs in Error,

vs.

SUSAN CLOUGH, THE TOLLESTON CLUB OF CHICAGO, CHARLES G. Wicker, Gostlyn, Meyn & Company, Thomas E. Knotts, Louis A. Bryan, Calumet Land Company, Joseph Powers, Mary H. Wicker, and Gary Investment Company, Defendants in Error.

Assignment of Error.

Know all men by these presents, That we, The Lake Shore and Michigan Southern Railway Company, The Chicago, Indiana, and

Southern Railway Company, and The Michigan Central Railroad Company, as Principals, and National Surety Company, of New York City, New York, as Surety are held and firmly bound unto Susan Clough; The Tolleston Club of Chicago; Charles G. Wicker; Gostlyn, Meyn & Company; Thomas E. Knotts; Louis A. Bryan; Calumet Land Company; Joseph Powers, Mary H. Wicker; and Gary Investment Company; in the sum of Five Thousand ($5,000.00) Dollars, to be paid to the said obligees, their successors, representatives, and assigns; the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents.

Sealed with our seals and dates this 12th day of December, A. D. 1914.

Whereas, the above-named plaintiffs in error hath prosecuted a writ of error in the Supreme Court of the United States to reverse the judgment rendered in the above-entitled action by the Supreme Court of the State of Indiana.

Now, therefore, the condition of this obligation is such that if the above-named plaintiffs in error shall prosecute their said writ of error to effect and answer all costs and damages if they shall fail to make good their plea, then this obligation shall be void; otherwise to remain in full force and effect.

THE LAKE SHORE & MICHIGAN SOUTHERN RAILWAY COMPANY,
THE CHICAGO, INDIANA & SOUTHERN RAILROAD COMPANY, AND
THE MICHIGAN CENTRAL RAILROAD COMPANY,
By JOHN A. GAVIT, *Their Attorney.*
NATIONAL SURETY COMPANY,
By LEROY C. BREUNIG, [SEAL.]
Attorney-in-Fact.

STATE OF INDIANA,
County of Marion, ss:

On this 12th day of December, A. D. 1914, personally appeared before me Le Roy C. Breunig, who, being duly sworn, deposes and says that he is attorney-in-fact for the National Surety Company, of New York City, New York; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and the said Le Roy C. Breunig acknowledged said instrument to be the free act and deed of said corporation.

[SEAL.] IDA L. ENOCHS,
Notary Public, Marion County, Ind.

My commission expires May 22, 1915.

4874 Know all men by these presents, that the National Surety Company, a New York corporation, having its principal office in the City, County and State of New York, doth hereby make, constitute and appoint Leroy C. Breunig of Indianapolis, of the State of Indiana, its true and lawful Attorney in Fact, with full power and authority to sign, execute, acknowledge and deliver in its name, place and stead, as surety, bonds, undertakings and writings obligatory in the nature thereof, and when said bonds, undertakings and writings obligatory are signed by the said Leroy C. Breunig as such Attorney in Fact to bind the Company as fully and to the same extent as if the same were signed by the President of the Company, sealed with its common seal, and duly attested by its Secretary; and the said Company hereby ratifies and confirms all the acts of the said Attorney in Fact done pursuant to the power and authority herein given.

This power of attorney is made and executed in accordance with and by authority of a certain By-Law adopted by the Board of Directors of the National Surety Company at a meeting duly called and held on the Second day of February, 1909, which reads as follows:

"Article XII."

Resident Officers and Attorneys-in-Fact.

"Section 1. The President, First Vice-President or any other "Vice-President may from time to time appoint Resident Vice-Presi-"dents, Resident Assistant Secretaries and attorneys-in-fact to repre-"sent and act for and on behalf of the Company, and either the "President, First Vice-President, or any other Vice-President, the "Board of Directors or the Executive Committee may at any time "remove any such Resident Vice-President, Resident Assistant Sec-"retary or Attorney-in-Fact and revoke the power and authority "given him.

"Section 4. Attorneys-in-Fact. Attorneys-in-Fact may be given "full power and authority to execute for and in the name and on be-"half of the Company, any and all bonds, recognizances, contracts "of indemnity and other writings obligatory in the nature of a bond, "recognizance, or conditional undertaking, and any such instrument "executed by any such Attorney-in-Fact shall be as binding upon "the Company as if signed by the President and sealed and attested "by the Secretary."

And, at a meeting of the Board of Directors of the National Surety Company duly called and held on the Seventh day of March, A. D. 1912, a quorum being present, the following additional section to the foregoing By-Law was adopted:

"Section 6. Attorneys-in-Fact. Attorneys-in-Fact are hereby au-"thorized to verify any affidavit required to be attached to bonds, "recognizances or contracts of indemnity, policies of insurance and "all other writings obligatory in the nature thereof, and are also "authorized and empowered to certify to a copy of any By-Law con-

"tained in Articles VI, XII and XIII of the By-Laws of the Com-
"pany."

4875 In witness whereof the National Surety Company has caused these presents to be signed by its 1st Vice President and its Corporate seal to be hereto affixed, duly attested by its Assistant Secretary, this 6th day of July, A. D. 1912.

[CORPORATE SEAL.] NATIONAL SURETY COMPANY,
By WILLIAM J. GRIFFIN,
1st Vice-President.

Attest:
WM. I. HAWKS,
Assistant Secretary.

STATE OF NEW YORK,
County of New York, ss:

On this 6th day of July A. D., 1912, before me personally came William J. Griffin to me known, who being by me duly sworn, did depose and say, that he resides in the City of New York; that he is the 1st Vice President of the National Surety Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

[NOTARIAL SEAL.] GEO. A. DEVOE,
Notary Public.

STATE OF NEW YORK,
County of New York, ss:

I, Wm. I. Hawks, Assistant Secretary of the National Surety Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said National Surety Company which is still in full force and effect.

In witness whereof, I have hereunto set my hand and affixed the seal of said Company, at the City of New York, this 8th day of September A. D., 1913.

[SEAL.] W. I. HAWKS,
Assistant Secretary.

4876 And afterwards to-wit: On the 14th day of January, 1915, the same being the 46th Judicial Day of the November Term, 1914 of said Supreme Court, the following further pleas and proceedings were had herein:

Come now the appellants, by Counsel, and files their petition for additional time in which to complete the record in said cause, which petition is hereto next below attached and being as follows:

4877 In the Supreme Court of Indiana.

No. 21942.

THE LAKE SHORE AND MICHIGAN SOUTHERN RAILWAY COMPANY, The Chicago, Indiana & Southern Railroad Company, and The Michigan Central Railroad Company, Plaintiffs in Error,

vs.

SUSAN CLOUGH, THE TOLLESTON CLUB OF CHICAGO, CHARLES G. Wicker, Gostlyn, Meyn & Company, Thomas E. Knotts, Louis A. Bryan, Evva C. Bryan, Calumet Land Company, South Broadway Land Company, Joseph Powers, Mary H. Wicker, and Gary Investment Company, Defendants in Error.

Petition.

And now come the above named appellants and plaintiffs in error and state:

That on the 17th day of December 1914 the said plaintiffs in error filed in this court in said above named cause their petition for a writ of error from the Supreme Court of Indiana into the Supreme Court of the United States, with their assignments of error; which said petition was allowed and a writ of error granted by the Chief Justice of the Supreme Court of Indiana into the Supreme Court of the United States. All of which doth appear of record herein, in this cause.

And now your petitioners and plaintiffs in error show: that by reason of the voluminous record herein to be made up and certified, that the Clerk of this Court has not been able to complete the same within the time, thirty days' time usually required; and for the issuance of a citation thereon.

4878 Wherefore these plaintiffs in error ask: that additional time, to-wit: sixty days be given from this date for the Clerk completing and certifying the record, and for the signing and issuance of the citation; all to the end that these plaintiffs in error may have their appeal properly taken and perfected according to law, into the Supreme Court of the United States.

Jan. 14, 1915.

Respectfully submitted,

ADDISON C. HARRIS,
JOHN A. GAVIT,
Att'y- for Pl'ffs in Error.

4879 [Endorsed:] No. —. In the Supreme Court of Indiana. The Lake Shore & Michigan Southern Railway Company; The Chicago, Indiana & Southern Railroad Company; and The Michigan Central Railroad Company, Plaintiffs in Error, v. Susan Clough; the Tolleston Club, of Chicago; Charles G. Wicker, Thomas E. Knotts; Louis A. Bryan; Evva C. Bryan; Calumet Land Company; South Broadway Land Company; Joseph Powers; Mary H.

Wicker; and Gary Investment Company, Defendants in Error. Petition to Allow Time To Complete and Certify the Record. Granted as prayed, Jan. 14", 1915. R. K. Erwin, C. J. Addison C. Harris, Attorney for ——. Filed Jan. 14, 1915. J. Fred France.

4880 And on the same day the following further pleas and proceedings were had herein:

Comes now the appellants, by counsel, and the Court being sufficiently advised in the premises grants appellant's petition as prayed, which allowance is hereto next below attached, and being as follows:

4881 In the Supreme Court of Indiana.

No. 21942.

THE LAKE SHORE & MICHIGAN SOUTHERN RAILWAY COMPANY, The Chicago, Indiana & Southern Railroad Company, and The Michigan Central Railroad Company, Plaintiffs in Error.

vs.

SUSAN CLOUGH, THE TOLLESTON CLUB OF CHICAGO, CHARLES G. Wicker, Gostlyn, Meyn & Company, Thomas E. Knotts, Louis A. Bryan, Evva C. Bryan, Calumet Land Company, South Broadway Land Company, Joseph Powers, Mary H. Wicker, and Gary Investment Company, Defendants in Error.

Entry.

Be it known that said plaintiffs in error filed their petition herein in these words. (Here Insert.)

And the Court having considered the same it is allowed and ordered:

That said Clerk of this Court is given sixty days from this date in which to complete and certify the record; and the same time is extended and allowed for the issuance of the citation herein; all to the end that the plaintiffs in error may have their writ of error in due form from this court into the Supreme Court of the United States.

Witness the hand of Richard K. Erwin Chief Justice of the Supreme Court of Indiana, this 14 day of January, 1915.

RICHARD K. ERWIN,
Chief Justice.

[Endorsed:] Filed Jan. 14, 1915. J. Fred France, Clerk.

4882 And on the same day, the following further pleas and proceedings were had in said Court in said cause:

Comes now the appellants, by counsel, and files their citation on said writ of error, duly signed by Hon. Richard K. Erwin, Chief Justice of this Court, and proof of service of the citation on the

defendants in error, said citation and proof of service thereof being hereto next below attached, and being as follows:

4883 Original.

Law [Citation].

United States of America to Susan Clough, The Tolleston Club of Chicago, Charles G. Wicker, Gostlyn, Meyn & Company, Thomas E. Knotts, Louis A. Bryan, Evva C. Bryan, Calumet Land Company, South Shore Land Company, Joseph Powers, Mary H. Wicker and Gary Investment Company, Greeting:

You are hereby cited and admonished to be and appear at the Supreme Court of the United States to be holden at Washington D. C., thirty days after the date hereof, pursuant to a writ of error, filed in the Clerk's office of the Supreme Court of the State of Indiana, wherein the Lake Shore & Michigan Southern Railway Company, The Chicago, Indiana and Southern Railroad Company and the Michigan Central Railroad Company are plaintiffs in error, and you are defendants in error, to show cause, if any there be, why Judgment rendered against the said plaintiffs in error as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable Richard K. Erwin, Chief Justice of the Supreme Court for the State of Indiana, this 3rd day of March, in the year of our Lord, one thousand nine hundred and 1915.

[Seal Supreme Court, State of Indiana, MDCCCXVI.]

RICHARD K. ERWIN,
Chief Justice.

J. FRED FRANCE,
Clerk Supreme Court.

I hereby accept service of this writ for each and all of the defendants in error this 9th day of March, 1915.

RANDALL W. BURNS,
Attorney for Defendants in Error.

1602 Corn Exchange Bank Bldg., Chicago, Illinois.

Filed Mar. 13, 1915. J. Fred France.

4884 STATE OF INDIANA:

In the Supreme Court.

I, J. Fred France, Clerk of the Supreme Court of the State of Indiana, certify the above and foregoing to be a full, true and complete transcript of the record of proceedings had, papers filed, motions

decided, rulings made, opinions delivered, judgments rendered, and all decrees and orders entered in the Supreme Court of Indiana, in the above entitled cause, Number 21942, The Lake Shore and Michigan Southern Railway Company; The Chicago, Indiana & Southern Railroad Company; and The Michigan Central Railroad Company; also the original petition for the allowance *for* the writ of error, the original writ of error from the Supreme Court of the United States to the Supreme Court of Indiana, with the allowance thereof; the original citation to the defendant in error and proof of service thereof; a copy of the original bond and its approval by the Chief Justice of said Supreme Court, and the Assignment of Errors in the Supreme Court of the United States.

Which said transcript, annexed thereto, together with said original petition for the allowance of the writ of error, said original writ of error, original citation, copy of the original bond, and original Assignment of Error, I hereby certify as and for my full return to said writ of error.

In witness whereof, I hereto set my hand and affix the seal of said Supreme Court, at the City of Indianapolis, this 15th day of March, 1915.

[Seal Supreme Court, State of Indiana, MDCCCXVI.]

J. FRED FRANCE,
Clerk Supreme Court of Indiana.

4885 In the Supreme Court of the United States of America,
October Term, 1914.

No. 885.

THE LAKE SHORE AND MICHIGAN SOUTHERN RAILWAY COMPANY, The Chicago, Indiana and Southern Railroad Company, and Michigan Central Railroad Company, Plaintiffs in Error,

vs.

SUSAN CLOUGH, THE TOLLESTON CLUB OF CHICAGO, GOSTLYN, MEYN & Company, Thomas E. Knotts, Louis A. Bryan, Evva C. Bryan, Calumet Land Company, Joseph Powers, Mary H. Wicker, and Gary Land Company, Defendants in Error.

A Statement of the Errors on Which the Plaintiffs in Error Intend to Rely and Parts of Record Which Plaintiffs in Error Think Necessary to be Printed for the Consideration Thereof, and Proof of Service.

4886 In the Supreme Court of the United States of America,
October Term, 1914.

No. 885.

THE LAKE SHORE AND MICHIGAN SOUTHERN RAILWAY COMPANY, The Chicago, Indiana and Southern Railroad Company, and Michigan Central Railroad Company, Plaintiffs in Error,

vs

SUSAN CLOUGH, THE TOLLESTON CLUB OF CHICAGO, GOSTLYN, MEYN & Company, Thomas E. Knotts, Louis A. Bryan, Evva C. Bryan, Calumet Land Company, Joseph Powers, Mary H. Wicker, and Gary Land Company, Defendants in Error.

A Statement of the Errors on Which the Plaintiffs in Error Intend to Rely and the Parts of the Record Which Plaintiffs in Error Think Necessary to Be Printed for the Consideration Thereof.

4887 The above named Plaintiffs in Error, in accordance with Rule Ten of the Court, hereby notify the Clerk of the Supreme Court of the United States and the Defendants in Error that they will rely in this Court upon the following errors committed against them in this case by the Supreme Court of the State of Indiana; viz:

First. That the rights, property, franchises, easements, rights of way and railways of the Plaintiffs in Error, and each of them severally, have been taken and are being taken from them and they are being deprived thereof by the State of Indiana and the defendants in error in this cause, as doth appear by and in the opinion and judgment of the Supreme Court of the State of Indiana herein

without due process of law; and in contravention of the provisions of the Fourteenth Amendment to the Constitution of the United States, declaring: "Nor shall any state deprive any person of life, liberty or property without due process of law."

This error is set forth and specified with particularity in the following assignments of error herein, to-wit: Assignment- Number one, Number two, Number three, Number four, Number five,
4888 Number six, Number nine, Number ten, Number eleven, Number twelve and Number thirteen.

Second. That the State of Indiana at the suit of the defendants in Error, by the opinion, judgment and decree of the Supreme Court of said state in this cause hath denied and denies to the Plaintiffs in Error, and each of them severally, the equal protection of the laws of the State of Indiana in contravention of that provision in the Fourteenth Amendment to the Constitution of the United States, declaring: "No State shall deny to any person within its jurisdiction the equal protection of the laws."

This proposition is more particularly set forth in the assignments of error herein, to-wit: Numbers one, three, six, seven and ten.

Third. That the Little Calumet River, mentioned and described in the record in this cause, and in the opinion, judgment and decree of the Supreme Court of the State of Indiana, is an interstate
4889 and navigable stream flowing westerly in part through the State of Indiana, and in part through the State of Illinois, and thence into Lake Michigan from said last named State, and forms a part of the navigable waters of the United States used and to be improved and further used in interstate and national commerce.

That said proceeding herein was had under an Act of the General Assembly of the State of Indiana, entitled: "An Act Concerning Drainage, and Repealing Laws in Conflict." Approved March 11th, 1907. Acts 1907, page 508.

That the said Act does not assume to authorize, and could not authorize the State of Indiana, in proceedings had under said Act and herein, to destroy the free flowage of the said Little Calumet River through any part of its course, or destroy, or limit, or prevent the natural flowage of said river to be used in interstate and national commerce.

And so, the Plaintiffs in Error intend to and will rely also on the proposition that the State of Indiana, as shown in the
4890 record and proceedings herein, acted without any authority of law, and had, and has no jurisdiction or power or authority to change the course and flowage of said stream by diverting the channel thereof from its natural course in the valley of the Little Calumet River and make a new outlet in the State of Indiana by means of a channel cut so as to reverse the course, current and flow of the river from the east to the west, and from the natural valley of the Little Calumet River directly north into Lake Michigan, where neither the river nor any other tributary or water course ever ran; and under and across the rights of way of the Lake Shore

and Michigan Southern Railway Company and of the Chicago, Indiana and Southern Railroad Company, and thereby injuring, destroying and injuriously affecting the rights, tracks, grades, easements and properties of the said railway companies severally and interfering with the use thereof, and compelling them, and each of them, to bridge the said new channel at great cost, damage and injury to each, and without any compensation whatsoever being provided or awarded.

4891 And so the Plaintiffs in Error say that the State of Indiana, in said proceedings at the suit of the defendants in error and by and through its officers and courts, and particularly by the Supreme Court of the State of Indiana, acted without any judisdiction over the subject-matter of changing, reversing and diverting the channel of the said Little Calumet River from its natural course and way as an interstate and national stream.

Fourth. The Plaintiffs in Error state that they intend to rely upon the following errors assigned in this cause, and numbered one (1), two (2), three (3), four (4), five (5), six (6), seven (7), eight (8), nine (9), ten (10), eleven (11), twelve (12) and thirteen (13), which several assignments present in different ways the three federal questions stated above in this statement.

And the Plaintiffs in Error say that in support of said propositions, and each of them, they intend to rely upon the following parts of the Record, which they think necessary for the con-

4892 sideration thereof, and to be printed by the Clerk for the use of the Court, as follows:

1. The petition of the Defendants in Error, filed in the Porter Circuit Court of the State of Indiana on August 4th, 1908, in the matter of the Calumet Ditch, beginning at page 1, Volume 1, of the Transcript, and extending to, and including page 139 thereof.

2. The Order of the Porter Circuit Court, docketing the petition and cause, as set forth in Volume 1, page 251, line 2 to line 4 inclusive.

3. The appearance and demurrer of the Chicago, Indiana and Southern Railroad Company by its attorney, Volume 1, page 253, beginning at line 13, to and including line 4 on page 254. Also the appearance and demurrer of the Lake Shore and Michigan Southern Railroad Company by its attorney, beginning Volume 1, page 254, line 5, to and including the remainder of that page. (Note: The appearance of the Michigan Central Railroad Company appears further down in this statement).

4. The reference of the case by the Porter Circuit Court

4893 to the Drainage Commissioners, as set forth beginning at Volume 1, page 357, line 23 to page 358, line 6.

5. The entry found in Volume 1, page 365, beginning at line 6 and extending to line 13, inclusive. (This report was afterwards set aside and is immaterial, and therefore not requested to be printed.

6. So much of the record as shows the appointment of a new judge, found in Volume 1, page 834, beginning at line 5 to the foot of said page.

7. The motion of the Plaintiffs in Error to dismiss the cause,

found in Volume 1, page 842, beginning at line 18, and extending to line 14 on page 843.

8. The action of the Court referring the report of the Drainage Commissioners back to the said Commissioners for a new report, commencing in Volume 1, line 1, page 849, to the close of the page.

9. The new, or second, report of the Drainage Commis-
4894 sioners, as shown in Volume 1, beginning at line 1, page 850, to and including page 1009.

10. The remonstrances of the Chicago, Indiana and Southern Railroad Company, the Michigan Central Railroad Company and the Lake Shore and Michigan Southern Railway Company to the report of the Drainage Commissioners, found in Volume 1, beginning at line 16, on page 1077, and extending to the close of page 1100.

11. The special findings of fact and conclusions of law as found by the Porter Circuit Court, beginning Volume 1, page 1286, at line 16, and continuing to line 12 of page 1305.

12. The order of the Porter Circuit Court establishing the ditch, beginning in Volume 1, page 1305, line 16, and ending on page 1327, line 20.

13. Also the motions of the Plaintiffs in Error for a new trial and the action of the Porter Circuit Court, overruling the same, Volume 1, page 1327, beginning at line 23, and continuing
4895 to line 17, on page 1358.

14. The action of the Porter Circuit Court in granting to Plaintiffs in Error (and others) time within which to file bills of exception, Volume 1, page 1367, beginning at line 26, and extending to line 4 in page 1368.

15. The decree of the Porter Circuit Court, on page 1368, of Volume 1, beginning with line 5 and continuing to the end of the page.

16. The appeal by the Plaintiffs in Error allowed, page 1369, Volume 1, beginning with line 11, and continuing to the end of the page.

17. The filing of an appeal bond by the Plaintiffs in Error, on page 1370, Volume 1, beginning at line 5, and ending with line 13, of page 1372. (They also file separate bond, which Plaintiffs in Error do not request to be printed.)

18. The filing of the Bill of Exceptions by the Plaintiffs in Error on page 1378, Volume 1, beginning at line 25 and continu-
4896 ing to and including line 4 on page 1385.

19. Plaintiffs in Error request to be printed only so much of the bills of exception as relates to the action of the Porter Circuit Court in refusing to permit the Plaintiffs in Error to prove the necessary cost, expense and damage incident to building and strengthening bridges, as follows: The evidence of R. A. Feldes, C. C. Hill, Arthur Montsheimer and Robert M. Fox, beginning at Volume 3, page 4526, and extending to page 4581, all inclusive.

20. The Assignments of Error by the Plaintiffs in Error in
4897 the Supreme Court of the State of Indiana, found in Volume 1, beginning at the first page, unnumbered, and extending to the end of such assignments, being the foot of page H.

21. The opinion and judgment of the Supreme Court of the State of Indiana in this case, found in Volume 3, beginning at page 4812, to and including page 4820.

22. The petition for rehearing by Plaintiffs in Error, and the action of the Court thereon, beginning at Volume 3, page 4821, to and incluring page 4826F.

23. All the remainder of Volume 3, beginning at — 4827 and extending to page 4884, which includes the petition for writ of error, the assignments of error, the writ of error, supersedeas and bond, citation and acceptance of service thereof and certificate of the Clerk of the Supreme Court of the State of Indiana.

ADDISON C. HARRIS,
Att'y for Plaintiff in Error.

Chicago, June 11, 1915.

Received Copy of notice of the foregoing Assignments of Errors and parts of Record relied on by Plaintiff in Error.

RANDALL W. BURNS,
Att'y for Defendants in Error.

4898 STATE OF INDIANA,
Marion County, ss:

On behalf of the Plaintiffs in Error on June 11, 1915, I served a true copy of the annexed and foregoing statement upon Randall W. Burns, Esq., Att'y for the Defendants in Error, and left with him a copy hereof.

ADDISON C. HARRIS.

Subscribed and sworn to before me this 12th day of June, 1915. Witness my hand and notarial seal.

[Seal Notary Public, Indiana.]

FRED B. JOHNSON,
Notary Public.

My commission expires Oct. 6, 1918.

[Endorsed:] 885/24629

4899 [Endorsed:] File No. 24,629. Supreme Court U. S., October term, 1914. Term No. 885. The Lake Shore & Michigan Southern Ry. Co. et al., Pl'ffs in Error, vs. Susan Clough et al. Statement of errors to be relied upon and designation by plaintiffs in error of parts of record to be printed, and proof of service of same. Filed June 14, 1915.

4900 Supreme Court of the United States, October Term, 1915.

THE LAKE SHORE & MICHIGAN SOUTHERN RAILWAY COMPANY, The Chicago, Indiana & Southern Railroad Company, and The Michigan Central Railroad Company, Plaintiffs in Error,

vs.

SUSAN CLOUGH, THE TOLLESTON CLUB OF CHICAGO, CHARLES G. Wicker, Gostlyn, Meyn & Company, Thomas E. Knotts, Louis A. Bryan, Evva C. Bryan, Calumet Land Company, South Broadway Land Company, Joseph Powers, Mary H. Wicker, and Gary Investment Company, Defendants in Error.

Additional Parts of Record Which Defendants in Error Think Material and Ask to Have Printed.

(24629.)

4901 Supreme Court of the United States, October Term, 1915.

THE LAKE SHORE & MICHIGAN SOUTHERN RAILWAY COMPANY, The Chicago, Indiana & Southern Railroad Company, and The Michigan Central Railroad Company, Plaintiffs in Error,

vs.

SUSAN CLOUGH, THE TOLLESTON CLUB OF CHICAGO, CHARLES G. Wicker, Gostlyn, Meyn & Company, Thomas E. Knotts, Louis A. Bryan, Evva C. Bryan, Calumet Land Company, South Broadway Land Company, Joseph Powers, Mary H. Wicker, and Gary Investment Company, Defendants in Error.

Additional Parts of Record Which Defendants in Error Think Material and Ask to Have Printed.

To the Honorable James D. Maher, Clerk of the Supreme Court of the United States.

DEAR SIR: The defendants in error think the following additional parts of the record, not called for or required to be printed by the plaintiffs in error are material and should be printed for consideration of the court in addition to the parts of the record which plaintiffs in error ask to have printed. You are, therefore, hereby requested to print said additional parts of the record, to-wit:

1. Application for writ of certiorari, affidavit, notice, writ of certiorari, certiorari transcript including correct copy of petition, and certificate of the clerk attached thereto, and embracing
4902 all matter contained in Volume 3 of Record starting at the beginning of page 4598 and ending at the close of page 4805.

2. The order showing the filing and approval of petitioners' bond and petitioners' bond comprising all matter on page 249, Volume 1 of Record.

3. The motion of petitioners to refer the report of the commis-

sioners back to them for a new report and the affidavit of Stinchfield and Melton in support of the same and the order showing the filing of the same and containing all matter set forth on pages 843½ to 846, inclusive, of Volume 1 of the Record.

4. In addition to the part of the drainage commissioners report requested printed by plaintiffs in error at number 9 of their directions to print we direct the clerk to print all matter set forth on pages 1010 and 1011, Volume 1 of Record.

5. Order showing filing of remonstrance and the remonstrance of Peter Crumpacker beginning at line 10 on page 1182 of record and extending to line 26 page 1189 of record.

6. Remonstrance of Portage Civil Township, beginning at the top of page 1207 of Volume 1 of Record and including all matter to the end of page 1215.

7. The John A. Swanson Remonstrance and Order and including all matter on page 1057 and extending to page 1059, line 22, inclusive, Volume 1 of Record.

8. The remonstrance and orders of Wilhelmina Griesel and Milton R. Hart, beginning at the top of page 1101 and extending to and including all of page 1104, Volume 1 of Record.

9. Remonstrance of Iola Jansen, and containing all matter beginning at top of page 1025 and extending to the end of page 1027, Volume 1 of Record.

10. Order of January 10th, 1910, showing filing of remonstrance beginning at line 8 and extending to line 18, inclusive, on page 1243 of Volume 1 of the Record.

4903 11. The stipulation in evidence as set forth beginning at line 3 and extending to line 16, inclusive, on page 4504; also beginning at line 13 and extending to line 17, inclusive on page 4505, Volume 3 of Record.

12. The evidence of Guy Stinchfield as set forth, beginning at the beginning of page 4503 and extending to line 2 on page 4504; also beginning at line 6 on page 4506 and extending to line 10 on page 4508, inclusive: also beginning at line 16 on page 4510 and extending to line 8, inclusive, on page 4511; also beginning at line 14, on page 4512 and extending to line 15 on page 4513, all in Volume 3 of the Record.

13. Suggestion of death of Evva C. Bryan and Charles G. Wicker, petition for substitution, and order of substitution, beginning at line 4, page 1258 and extending to line 11, page 1260 of Volume 1 of Record.

14. Order granting leave to amend assignment of errors, beginning at line 20 and extending to line 30, inclusive, page 4808, Volume 3 of Record.

15. Order of Supreme Court of Indiana showing the filing of amended assignments of error, beginning at line 1 and extending to line 10, inclusive, of page 4809, Volume 3 of Record.

16. Final judgment of circuit court, beginning at line 5 and extending to line 30, inclusive, page 1368, of Volume 1 of Record.

Please acknowledge receipt of this letter and file same in the

clerk's office as part of the record in the above entitled cause and oblige.

Yours truly,

JOHN H. GILLETT,
Hammond, Ind.;
RANDALL W. BURNS,
Chicago, Ill.;
FRANK B. PATTEN,
Crown Point, Ind.,
Attorneys of Record for the Defendants in Error.

[Endorsed:] 406-15/24629.

4904 [Endorsed:] File No. 24,629. Supreme Court U. S. October term, 1915. Term No. 406. Lake Shore & Michigan Southern Railway Co. et al., P. E. vs. Susan Clough et al. Designation by defendants in error of additional parts of the record to be printed. Filed September 7, 1915.

Endorsed on cover: File No. 24,629. Indiana Supreme Court. Term No. 406. Lake Shore & Michigan Southern Railway Company, Chicago, Indiana & Southern Railroad Company, and Michigan Central Railroad Company, plaintiffs in error, vs. Susan Clough, The Tolleston Club of Chicago, Charles G. Wicker, et al. Filed March 23d, 1915. File No. 24,629.

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JAMES D. MAHER
CLERK

IN THE

Supreme Court of the United States

OCTOBER TERM, A. D. 1916.

No. [redacted] 87

THE LAKE SHORE & MICHIGAN SOUTHERN RAILWAY COMPANY; THE CHICAGO, INDIANA AND SOUTHERN RAILROAD COMPANY; AND MICHIGAN CENTRAL RAILROAD COMPANY,

Plaintiffs in Error.

vs.

SUSAN CLOUGH; THE TOLLESTON CLUB, OF CHICAGO; CHARLES G. WICKER; GOSTLIN, MEYN & COMPANY; THOMAS E. KNOTTS; LOUIS A. BRYAN; EVVA C. BRYAN; CALUMET LAND COMPANY; SOUTH BROADWAY LAND COMPANY; JOSEPH POWERS; MARY H. WICKER; AND GARY INVESTMENT COMPANY,

Defendants in Error.

IN ERROR TO THE SUPREME COURT OF THE STATE OF INDIANA.

BRIEF AND ARGUMENT FOR PLAINTIFFS IN ERROR.

ADDISON C. HARRIS and
JOHN B. PETERSON,
Attorneys for Plaintiffs in Error.

DUNLOP-WARREN PRINTING COMPANY, CHICAGO.

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IN THE

Supreme Court of the United States

OCTOBER TERM, A. D. 1916.

No. 406

THE LAKE SHORE & MICHIGAN SOUTHERN RAILWAY COMPANY; THE CHICAGO, INDIANA AND SOUTHERN RAILROAD COMPANY; AND MICHIGAN CENTRAL RAILROAD COMPANY,

Plaintiffs in Error.

vs.

SUSAN CLOUGH; THE TOLLESTON CLUB, OF CHICAGO; CHARLES G. WICKER; GOSTLIN, MEYN & COMPANY; THOMAS E. KNOTTS; LOUIS A. BRYAN; EVVA C. BRYAN; CALUMET LAND COMPANY; SOUTH BROADWAY LAND COMPANY; JOSEPH POWERS; MARY H. WICKER; AND GARY INVESTMENT COMPANY,

Defendants in Error.

IN ERROR TO THE SUPREME COURT OF THE STATE OF INDIANA.

BRIEF AND ARGUMENT FOR PLAINTIFFS IN ERROR.

CONCISE STATEMENTS OF FACTS BEARING UPON THE RECORD.

Under the Practice Act of Indiana, the trial court, at the request of the plaintiffs in error, made a special

finding of facts and stated its conclusions of law, all of which were affirmed by the Supreme Court. So that this case is chiefly presented by the finding of facts, supplemented, however, by refusal to permit the plaintiffs in error to make proof of the damages inflicted upon their several properties by reason of changing the natural course and the channel of the Little Calumet River, an interstate stream, and constructing a new channel through the rights of way of the railroads of plaintiffs in error, thereby necessitating the construction of two expensive bridges.

Abbreviated and condensed, the controlling facts are these:

The Little Calumet River rises in LaPorte County, Indiana, and flows westerly across the Counties of Porter and Lake in said state into the State of Illinois, and continues its course for quite a distance in that state until it empties into Lake Michigan. In the Counties of Porter and Lake the river runs parallel with the south shore of Lake Michigan. Between the river and the lake is a high ridge of land about one mile in width and thirty feet and more higher than the water level of the lake; and ten feet and more higher than the Calumet River. No stream or water course of any kind flows from the ridge into the river.

The Lake Shore & Michigan Southern Railroad crosses Lake and Porter counties near the top of this high ridge.

The Chicago, Indiana & Southern Railroad Company has a parallel railroad adjoining the first named railroad, and on top of the same ridge. Neither of these railroads crosses the river in Indiana.

The Michigan Central Railroad crosses the Little Calumet River in Porter County on a steel bridge resting on abutments and piers.

The Calumet valley in these two counties, lying between the high ridge on the north and low hills on the south, is a mile or more in width. The water shed draining into the river in Indiana is about 350,000 square miles. In Indiana, at times the river fails to carry within its banks and channel all the water, causing overflows and producing a marsh between the ridge on the north and the hills on the south. This marsh has an area of 13,000 acres. In 1907 the General Assembly of Indiana passed a general drainage Act. Acts 1907, p. 508; 3 Burns' Statutes 1914, Sec. 6140, etc.

The material provisions of this Act, so far as necessary to be stated, are these:

Owners of lands needing drainage may apply by petition therefor in the courts of the county; and where the drain proposed will extend into two or more counties, then the courts of the county having the greatest length of the proposed drain shall have jurisdiction.

The petition states generally the proposed plan of drainage; describes the land "it is believed will be affected by the proposed drainage," giving the names of the owners of the several tracts of land believed to be affected. The Act also provides "if the right of way of any railroad company is believed to be affected, it shall be sufficient to describe it as the right of way of such railroad company," describing the property as being located in a certain section, township and range. (Sec. 2.)

Provision is made for docketing the petition, giving notice of a preliminary hearing before the court; when, if the petition is allowed, it is referred to a certain drainage commission provided for, who are required to inspect the lands, right of way, and the like, to be affected and report under oath to the court whether the drainage pro-

posed is practicable, whether it will be of public benefit and utility, whether the cost will be less than the estimated benefits made by them, etc. If the drainage commission reports in the negative, the proceeding is dismissed; but if in the affirmative, then it is made the duty of the commission to determine more definitely, if necessary, the termini and route of the proposed drainage. And at the same time it is also provided that the commission shall "assess the benefits or damages, as the case may be, to each separate tract of land to be affected thereby, and to easements held by railways or other corporations, as well as to cities, towns, or other public or private corporations, including any land rights, easements of water power injuriously or beneficially affected, and to make report to the court under oath as directed." It is also declared in the statute as follows:

> "Provided also that when any ditch, drain or other levee runs into another county than the one where such proceedings therefor as aforesaid are instituted, no bridge, culvert, or road in such other county, shall be destroyed, injured or interfered with unless the damage to be occasioned thereby to such bridge, culvert or road has been considered, estimated and assessed by the said drainage commission, and the payment for such damage to such county provided for by assessing the same pro rata as other damages are assessed." (Sec. 3.)

Under this statute, the defendants in error owning lands in Lake County filed their petition in the Porter Circuit Court describing, among other things, the proposed plan of drainage, upon which it appeared that the greatest length of the proposed drain was in Porter County. To this petition was appended a list of lands and rights of way, railroads and easements to be affected. (Petition, Tr. p. 5; List of lands, etc., Tr. p. 8, etc.)

In this list the rights of way of the plaintiffs in error were described sufficiently, except no mention was made

as to the right of way or bridge of the Michigan Central Railroad Company. (Tr., pp. 115, 116-117.) But this perhaps is immaterial, as afterwards the last named company was notified and appeared. In accordance with the provisions of the Drainage Act, a preliminary hearing of the petition was had and allowed and referred to the drainage commissioners, who in time made their first report. This is not printed because on issues being joined thereon and a first trial entered upon, it appeared that the greater length of the proposed work, as returned by the drainage commissioners, was in Lake County. Thereupon, plaintiffs in error moved the proceeding be dismissed. (Tr., pp. 123-4.) This was met by a counter motion by the petitioners to refer the report back to the drainage commission with leave to amend the plan by cutting out a certain part of the work proposed in Lake County, so as to leave the greater length in Porter County. This was allowed by the court and the matter referred back with directions. (Tr., pp. 123 to 128.) In time the drainage commission returned their second report, which is printed at length beginning at the foot of p. 127. This report contains a long list of benefits and damages to various persons, railroads and other corporations, towns, townships, etc.

The report assessed damages to the Chicago, Indiana & Southern Railroad Company in the sum of $17,000.

To the Lake Shore & Michigan Southern Railway Company, $35,000.

And to Lake County, damages to bridges and highways, $200.

No benefits or damages were appraised to the Michigan Central Railroad Company by the drainage commission, but in the engineer's report, made a part thereof, it is provided, "That where the main ditch crosses the right

of way of the Michigan Central Railroad, the ditch shall be constructed through the opening between the two center piers of the present bridge spanning the river at that point and across the right of way of said railroad company without disturbing or causing the removal of the present steel girder bridge across said river at said point." (Tr., p. 265.)

Section 4 of the Drainage Act provides for remonstrances; under which each of the plaintiffs in error filed remonstrances, stating in brief:

1. The cut off or new channel for the river, where the same crosses the Chicago, Indiana & Southern Railroad, would be 70 feet wide at the bottom, 30 feet deep and 190 feet wide at the top, requiring a single track bridge which would cost $131,000. (Tr., p. 275.)

2. At the place of crossing of the Lake Shore & Michigan Southern Railroad the ditch would be 70 feet wide at the bottom, 34 feet deep and 210 feet wide at the top; and to bridge the same with a double track bridge would cost $150,000. (p. 285.)

3. By the plan proposed, while the ditch would lie in the channel of the river under the bridge of the Michigan Central Railroad, because of the deepening of the channel made necessary by reversal of the course of the flowage, to be hereafter stated, the Michigan Central Company would be required to take out the piers and abutments and erect new ones to support the bridge, at a cost of $63,700. (p. 280.)

4. When the drainage commission established the drain, showing the greater length to be in Lake County, the Porter Circuit Court ceased to have jurisdiction. (pp. 277-278.)

The Drainage Act provides for no other pleadings;

and in time the matter came on for a second trial upon the petition, the second report of the drainage commissioners and the remonstrances mentioned.

The defendants in error have caused remonstrances of certain others to be printed, but it is thought such matters are not relevant to this hearing.

LAW BRIEF.

(A)

The Supreme Court of the State of I... ...na erred in holding that the plaintiffs in error were not entitled to prove in the trial court the value of their rights of way appropriated for the contemplated improvement.

Cincinnati, Indianapolis & Western R. R. v. *City of Connersville,* 170 Ind., 316-324.

Chicago & Alton R. R. v. *Tranbarger,* 238 U. S., 67 and 77.

Scranton v. *Wheeler,* 179 U. S., 141-154.

U. S. v. *Lynch,* 188 U. S., 445.

(B)

The Supreme Court of the State of Indiana erred in holding that the plaintiffs in error were not entitled to prove in the trial court the cost of the construction of bridges made necessary by reason of the making of the contemplated improvement.

Barbier v. *Connelly,* 113 U. S., 27-31.

Cotting v. *Godard,* 183 U. S., 79-106.

(C)

The Supreme Court of the State of Indiana erred in holding that the several plaintiffs in error were not entitled to compensation for damages sustained by them on account of the taking of portions of their rights of way and the construction of bridges made necessary by reason of the making of the contemplated improvement.

Cin., Indpls. & Western R. R. v. *Connersville,* 170 Ind., 316-324.

Mungler v. *Kansas,* 123 U. S., 667.
Jacobson v. *Mass.,* 197 U. S., 11-24.
Norwood v. *Baker,* 172 U. S., 270-277.
C. B. & Q. R. R. Co. v. *Chicago,* 166 U. S., 226.

(D)

The Supreme Court of the State of Indiana erred in holding that the Drainage Act of 1907, Sec. 6142 *et seq.,* Burns 1908, is not unconstitutional and void, in that it allows the assessment of damages and compensation to counties for injury to bridges and to other corporations and persons for injuries to their property, while denying the same to appellants, and is therefore in conflict with the Fourteenth Amendment to the Federal Constitution.

Yick Wo v. *Hopkins,* 118 U. S., 356-359.
Price v. *Illinois,* 238 U. S., 446-451.
Jacobson v. *Mass.,* 197 U. S., 11-24.
S. W. Tel. Co. v. *Danaher,* 238 U. S., 483-489.
Myles Salt Co. v. *Iberia D. D.,* 239 U. S., 478-484.
Dobbins v. *Los Angeles,* 195 U. S., 223.

(E)

Inasmuch as the properties of the Lake Shore and Michigan Southern Railway Company and the Chicago and Indiana Southern Railroad Company are not within the drainage district and are in nowise beneficially affected by the proposed drainage, they can only be taken by virtue of the exercise of the power of eminent domain, and the Supreme Court of Indiana erred in holding that they could be taken by virtue of the police powers of the state.

Mungler v. *Kansas,* 123 U. S., 667.
Jacobson v. *Mass.,* 197 U. S., 11.

C. and A. R. R. v. *Tanbarger*, 238 U. S., 67.
Cheesborough's case, 78 N. Y., 233.
Lewis on Eminent Domain, Sec. 187-247, 2nd Ed.
C. B. & Q. Ry. v. *Drainage Com.*, 200 U. S., 561-593.
Sanitary District of Chicago v. *Chicago & Alton Railway Company*, 108 N. E., 312.

SPECIAL FINDING.

At the conclusion of the trial, the Porter Circuit Court made special findings of fact and conclusions of law.

The findings of facts begin on page 301 and extend to page 310, and are as follows:

1. TOPOGRAPHY OF THE LITTLE CALUMET RIVER.

"The Little Calumet River described in the petition and proceedings for the establishment of the ditch has its source in the County of La Porte, near Otis, Indiana, and runs westerly and in a measure parallel with the south shore of Lake Michigan, until such river crosses the state line into Illinois; flowing thence westerly for a distance and until in time it runs and empties into the Big Grand Calumet, which last named river empties into Lake Michigan near South Chicago, Illinois. Between the valley of the Little Calumet River and the lake shore in Porter and Lake County, Indiana, there is a high ridge of sandy land averaging about thirty feet above the level of Lake Michigan; and some ten feet above the Calumet Valley. This sand ridge is a little more than one mile in width. There are no tributaries flowing into the said Calumet from the north.

It has on the south a tributary known as Salt Creek which has its origin near Valparaiso in Porter County

and which takes a northwesterly course to its intersection with the Little Calumet River at a point about four miles east of the west line of Porter County and about two miles south of the south shore of Lake Michigan. Said river has a tributary with its origin near Crown Point, in Lake County, known as Deep River, which intersects the Little Calumet River at a point about four and three-fourths miles west of the Porter County line and about three miles south of the south shore of Lake Michigan. These tributaries have well defined channels with beds and banks, are several miles in length respectively, and seldom, if ever, go dry. The Little Calumet River has several small tributaries and one larger tributary known as the Hart Ditch entering said Little Calumet River from Lake County west of the point where the Main Ditch has its origin. Said Hart Ditch enters the Little Calumet Ditch about two and one-half miles east of the state line. The said Hart Ditch has a bed and banks, is several miles in length and flows continuously and seldom if ever goes dry. Practically all of the water coming from the tributaries above mentioned, including the Hart Ditch, which empty into the Little Calumet River west of the point where the proposed Main Ditch has its origin will continue to flow down the natural course of said Little Calumet River and discharge their waters into Lake Michigan through said river at South Chicago, as heretofore.

All of the water of the Little Calumet River and that of all of those of its tributaries which enter it easterly from the point of the origin of the Main Ditch herein proposed will be carried by said Main Ditch and said Salt Creek Arm entering said Main Ditch, into Lake Michigan and will have as an outlet the outlet of said Main Ditch. The total area of the water shed to be

drained by this proposed ditch consists of three hundred and fifty square miles.

2. The court finds that Susan Clough is one of the petitioners in the above entitled cause and that she was at the time of filing the petition herein, has ever since been and now is the owner of the following described real estate in Lake County in the State of Indiana, to wit: The southwest quarter of the northwest quarter of Section twenty (20), Township thirty-six (36) north, Range eight (8) west.

The court further finds that the Tolleston Club of Chicago is one of the petitioners herein; that said petitioner was at the time of filing the petition herein, has ever since been and now is the owner of the northeast quarter of the southeast quarter of Section eighteen (18), Township thirty-six (36) north, Range eight (8) in Lake County, Indiana.

The court further finds that Gostlin, Meyn & Company is one of the petitioners herein; that said petitioner was at the time of filing the petition herein, has ever since been and now is the owner of the west one-half of Lot seven (7), excepting therefrom the railroad crossing the same in Section twenty-four (24), Township thirty-six (36) north, Range nine (9) west in Lake County, in the State of Indiana.

That said petitioners desire to drain said lands above described; that the drainage of said respective tracts of land cannot be accomplished in the best and cheapest manner, without affecting the lands of others; that said petitioners are the owners respectively of the said separate and distinct tracts of land above described and that the said lands of each of said respective petitioners were at the time said petition was filed, ever since have been and now are situated outside the corporate limits of cities

and towns and not within the corporate limits of any city or town in this state; that said petitioners find it necessary to effectuate successful drainage of the said lands above described; that said lands cannot, nor can either or any of said tracts of land, be drained without affecting the lands of others; that each of the above described tracts of lands respectively will be benefited by the drainage herein prayed for and that each of said described tracts of land are assessed with benefits for said drainage; that each of said tracts of land are and were at the time of the filing of the petition and are at present wet and marshy and in need of drainage; that by the construction of said proposed drain each of said described tracts of land will be reclaimed and drained and benefited by this proceeding; which said lands are not and were not when said petition was filed within the corporate limits of any city or town and which said lands are situated in Lake County, Indiana.

3. That the proposed Calumet Ditch consists of a main ditch and a branch ditch known as the Salt Creek Arm; that the course of said proposed main ditch is described as commencing at a point in Lake Michigan which is 231.4 feet south and 927.3 feet west of the pipe at the northeast corner of Lot three (3) in Section twenty-five (25), Township thirty-seven (37) north, Range seven (7) west in Porter County, Indiana, and thence south seven (7) degrees eighteen (18) minutes east 1913.1 feet, thence by a curve of two (2) degrees to the right 281 feet; thence south one (1) degree forty-one (41) minutes east 3092.4 feet, thence by a curve of four (4) degrees to the left 310.7 feet, thence south fourteen (14) degrees seventeen (17) minutes east 1102.8 feet, thence by a curve of ten (10) degrees to the right 600 feet, thence south 45 degrees fifty-three (53) minutes west 3600 feet, thence by a curve of six (6) degrees to the right 200 feet, thence

south fifty-seven (57) degrees fifty-three (53) minutes west 2484.7 feet, thence by a curve of six (6) degrees to the right 192.1 feet, thence south sixty-nine (69) degrees twenty-five (25) minutes west 6761.8 feet, thence by a curve of fifteen (15) degrees to the left 308 feet, thence south twenty-three (23) degrees thirteen (13) minutes west 1038.4 feet, thence by a curve of eleven (11) degrees nine (9) minutes to the right 377.7 feet, thence south sixty-six (66) degrees thirty-one (31) minutes west 14745.3 feet, thence south seventy-five (75) degrees thirty-eight (38) minutes west 4169 feet, thence by a curve of eight (8) degrees to the left 445 feet, thence south forty (40) degrees two (2) minutes west 312.5 feet, thence south twenty-six (26) degrees fifty-two (52) minutes west 2095.9 feet, thence south eleven (11) degrees twenty-seven minutes west 469.6 feet, and there terminating in Deep river at a point 1251 feet east and 852 feet north of the southwest corner of Section thirteen (13) Township thirty-six (36) north, Range eight (8) west, in Lake County, Indiana.

And the course of said Salt Creek Arm is described as commencing in the main ditch as above described at station number sixty-three (63) plus 30.4 feet and thence by a curve of four (4) degrees to the left 1930.7 feet, thence north eighty-eight degrees thirty-nine (39) minutes east 5619.3 feet, and there terminating in the Little Calumet river at the mouth of Salt Creek at a point of 1230 feet east and 100 feet south of the center of Section thirty-one (31) Township thirty-seven (37), north, Range six (6), west in Porter County, Indiana.

4. Said Calumet ditch is located in the counties of Porter and Lake in the State of Indiana. 22,300 feet of the length of said ditch is located in Lake County and 29,650 feet of the length of said ditch is located in Porter

County, and the greatest length of said proposed ditch is located in Porter County.

5. The main ditch will have a bottom width of seventy feet from station zero (its point of outlet) for a distance of one and two-tenths miles upstream and bottom width of fifty feet for the remaining distance upstream. The Salt Creek Arm will have a bottom width of fifty feet from its point of intersection with the main ditch for a distance of nine hundred feet upstream and a bottom width of forty feet for the remaining distance upstream. Said proposed main ditch will have side slopes of two feet horizontally to one foot vertically for a distance of one and two-tenths miles upstream from the outlet and side slopes of one foot horizontally to one foot vertically for the remaining distance upstream. Said Salt Creek Arm will have side slopes of one foot horizontally to each foot vertically. Said main ditch will vary in depth from eleven feet at its starting point to fifty-eight feet at its greatest depth. Said Salt Creek Arm will vary in depth from ten feet at its shallowest point to twenty-two feet at its deepest point. The grade line of the bottom of the main ditch will have a downward slope toward the outlet of one foot perpendicularly to ten thousand feet horizontally. The Salt Creek Arm will have a corresponding slope for bottom grade line for a distance of nine hundred feet. The Salt Creek Arm will bear from a northwesterly course to a northerly course by gentle curve. The main ditch will take an easterly course downstream from its upper end for a distance about seven and twenty-three hundredths miles and will then curve by a gentle curvature to the north and take a course north for a distance of one and two-tenths miles to its outlet into Lake Michigan. The main ditch will have a total length of eight and forty-three hundredths miles.

6. Two rows of jetties are to be constructed each starting at a point twenty-five feet inside of the shore line above highwater mark on the south shore of Lake Michigan and extending out into the lake at right angles with the shore line of the lake and parallel to the line of the proposed drain for a distance of two hundred feet. Said respective rows of jetties are to be an equal distance of forty feet from the center line of the proposed drain produced. Said two rows of jetties are to be at a distance of eighty feet apart. Each row of jetties consists of white oak piling driven side by side so that their edges touch in two rows. The rows to be six feet apart. The piling to be tied together with timber, then the space between the rows to be completely filled with rock. The top of the piling and filling to come to a height of three feet above the surface level of the water in the lake. The space between the rows of jetties to be excavated to grade line of drain. Said jetties will protect the outlet of said drain from becoming filled with gravel and sand.

7. At a point nine hundred feet upstream from the point of the outlet of the Salt Creek Arm into the main ditch there is to be constructed a dyke on said Salt Creek Arm. Said dyke is provided as aforesaid in order to reduce the fall in said Salt Creek Arm by changing the grade line of bottom of ditch. By the aid of said dyke the water is to be dropped down nine feet from the grade line at crest of dyke to the new grade line nine feet below at floor of dyke. The drain will have a depth of eleven feet at and above the crest of the dyke and a depth of twenty feet just below the crest of the dyke. Said dyke is to be constructed securely with white oak piling and heavy white oak timbers throughout and all connections to be securely fastened. It will have side walls or wings to conduct the water in, through and beyond said dyke, a crest of timbers for the water to fall over and a floor

or apron constructed horizontally below to catch the water as its falls over the crest; also a perpendicular wall facing for space between crest and apron. The bottom grade line of said Salt Creek Arm from the crest of said dyke up to its source is to be elevated to the extent of four feet perpendicularly to ten thousand feet horizontally. Said dyke will serve to reduce the velocity of the water flowing in the channel of said Salt Creek Arm and will prevent excessive washing on the sides and bottom of said channel.

The court finds that the said jetties and the said dyke above mentioned are to be constructed of substantial and durable material; that the timbered parts of said dyke are to consist of white oak timbers of the best grade and white oak piling of the best grade and suitable size; that said timbers that tie said structure together are heavy and durable and to be of the best grade of white oak; that said dyke will remain permanently as part of the construction work of said system of drainage; that the piling to be used in said jetties are to be of first grade white oak timber of sufficient size and length to make them secure and durable and the cross timbers and ties and fastenings are to be of heavy white oak timber of the best grade; that said dyke and jetties are each respectively to be fastened in numerous places with substantial bolts so as to hold the same together and in position securely; that the greater part of said structure will be submerged and under water; that the jetties are to be completely filled with broken stone to a height of three feet above the surface of the lake.

8. The Little Calumet River from the point where it is intersected by Salt Creek on west to its outlet has a moderate fall. This distance from the point of intersection of the Salt Creek tributary following the stream to

its outlet is fifty-four miles and the total fall between said intersection and its outlet is 19.5 feet. Said river from a point two and one-half miles or more above the outlet of said Salt Creek, on down stream to its outlet at South Chicago, has a definite channel and can be readily traced. It varies in width but has an average width of from sixty to ninety feet. Its depth also varies and ranges from only a few inches in depth below the surface of the marsh at some parts of its course to depths of four feet or more at other places in its course. It has natural curves at frequent intervals throughout its course. There are some places where it is partially obstructed by washed material, piling of bridges and willows, etc. The capacity of said river is too small for the volume of water supplied by its watershed. The fall is also so slight as to make it a slow and sluggish stream. At times of heavy rains and freshets and at times when snow is melted in large quantities the river overflows its banks and the said overflow waters spread out in wide sheets over the marsh hereinafter described. Said overflows sometimes reach a width of a mile to a mile and a half in the widest places along the course of said river in Lake County, and a half mile or more in Porter County.

9. There is a marsh which begins two and one-half miles or more east of the intersection of said Salt Creek with the Little Calumet River which said marsh extends thence in a westerly course following the line of the Little Calumet River westerly and crossing that part of Porter County westerly from said starting point of said marsh and continuing on westward crossing Lake County. Said marsh has a width ranging from one-half mile to one and a half miles throughout its course as above described. The lands comprising said marsh become wet at various times of the year and are unfit for cultivation because of excessive moisture due to the overflow of said Little Cal-

umet River and its tributaries and the lack of said Little Calumet River to drain and carry off the surplus waters during the rainy months and seasons of the year and said lands are thereby rendered wet, cold and unfit for cultivation and uninhabitable. There are fourteen thousand acres of said lands contained in said marsh. Said lands need drainage. By the construction of the proposed drain said land will be drained and reclaimed so that the great portion can be farmed and cultivated. There are numerous highways crossing said marsh which are wet and at times unfit for travel or use by the public because of their wet and overflowed condition. By the construction of said proposed drain said highways will be drained so that their maintenance for public travel will be less expensive and their use for public travel will be uninterrupted by overflows. There are numerous railway lines, other than those herein specifically mentioned, crossing said marsh and the Little Calumet River; that the roadbeds are raised several feet above the surface level of said marsh; that in times of high water the grades and roadbeds of some of said railway lines become wet and saturated with water; that it weakens said roadbeds; that makes the cost of maintenance more expensive. By the construction of said proposed drain said railway grades and roadbeds will be drained and thereby made more safe for the movement of trains and less expensive to maintain. Very many years ago the Lake Shore and Michigan Southern Railroad was constructed and is now operated and maintained under the general laws of Indiana along on the said ridge of high land between the said river and Lake Michigan and through the Counties of Lake and Porter. The last named railroad uses a double track railroad system between Chicago and the City of Cleveland, Ohio, and forms a part of what is known as the New York Central Lines or sys-

tem. The Chicago, Indiana and Southern Railroad Company also owns and maintains a single track railroad line upon said ridge and near to and approximately parallel to the Lake Shore Railroad.

10. By the construction of said Main Ditch and Salt Creek Arm the waters flowing down the Little Calumet River from the east and the waters of said Salt Creek will enter said Salt Creek Arm at the point designated as the source of said Salt Creek Arm and be thence carried along the course of said Salt Creek Arm to its outlet into the Main Ditch and thence down the Main Ditch into the lake thereby securing an outlet into Lake Michigan. That by the construction of said Main Ditch at its starting point said waters will be carried thence down said Main Ditch and into Lake Michigan through the outlet of the Main Ditch.

11. The court finds that it will be practicable to accomplish the proposed drainage without an expense exceeding the aggregate benefits; that the aggregate benefits of said proposed drainage will exceed the aggregate costs, damages and expenses of accomplishing said proposed drainage. That the costs, damages, and expenses of such drainage will be less than the benefits, which will result to the owners of the lands which will be benefited thereby. That the total estimated cost for the construction of the drainage herein including all damages allowed by the commissioners and approved by the court is $314,398.98; that the total benefits assessed are $335,-264.69.

12. That the proposed work will improve the public health.

13. That the proposed work and drainage will benefit public highways in Calumet Township and North Township; also a public highway in the Town of East Gary

and public highways and streets in the City of Gary, in Lake County, also public highways in Portage Township, and a public highway in Westchester Township, in Porter County, Indiana.

14. That the proposed work and drainage will be of public utility.

15. That the proposed work as decided upon and reported by the Commissioners of Drainage will be sufficient to properly drain the lands and easements to be affected.

16. The court finds that the Chicago, Indiana and Southern Railroad Company is a steam railroad company duly organized and existing under the general laws of the State of Indiana providing for the incorporation of steam railways and has been such continuously since the date of filing the petition herein, and was such railroad company on said date; that said company at the time of filing the petition herein owned and has ever since owned and does now own its right of way which is 100 feet in width and which crosses Section thirty-six (36), Township thirty-seven north, Range seven (7), west, in Porter County, Indiana, and which extends in an east and west direction; that by the report of said Drainage Commissioners said company was awarded damages in the sum of $17,000 to its said right of way in said section, township and range aforesaid.

The court finds that the Main Channel of the proposed ditch will intersect said right of way within said section aforesaid at approximately right angles to the line of said company's right of way and that said intersection will be made at a point near station thirty-seven (37), which point is between station zero and station sixty-three plus thirty of the line of said Main Channel of said ditch; that at the point of said intersection the specifica-

tions provide that bridges of railroads and railways may be built upon piers to be constructed in the side slopes of said channel, but not closer than forty-three feet on either side from the center line of the channel measuring along the bottom of the channel; that the piers for a bridge crossing said channel when so constructed can be set agreeably to the specifications in said report at a distance of eighty-six feet in the clear from each other; that the distance from the grade line of the bottom of the channel of said proposed ditch to the top of the rails of the railroad track of said company at said point is 30 75/100 feet; that said railroad company has a single track and two switch tracks with two switches for the same at the point in said section where its right of way crosses the channel of said proposed ditch; but that said switch tracks do not cross the channel of the proposed ditch, but that the points where both switches are, come within the channel of said ditch; *that at the point where the channel of said proposed ditch intersects the right of way of said railroad company there is not now and never has been any ditch drain or watercourse;* that said railroad company is and was at the time said petition was filed engaged in carrying freight and passengers for hire over its said right of way crossing said section from points both east and west of the point of its intersection with the channel of the proposed ditch; that said railroad company has no other property other than its said right of way that is in any manner affected or interfered with or touched by said drainage proceeding herein; that said Chicago, Indiana and Southern Railroad Company will not be damaged by the construction of said proposed drain.

17. The court finds that the Lake Shore & Michigan Southern Railway Company is a steam railroad company duly organized and existing under the general laws of

the State of Indiana providing for the incorporation of steam railways and has been such continuously since the date of filing the petition herein and was such railroad company on said date; that said company at the time of filing said petition owned, has ever since owned and still owns a right of way for its railway line which is 100 feet in width; that said right of way crosses Section thirty-six (36), Township thirty-seven (37) north, Range seven (7) west in Porter County, Indiana, in an east and west direction; that by the report of said drainage commissioners said company was awarded damages in the sum of $35,000 to its said right of way in said section, township and range aforesaid.

The court finds that the Main Channel of the proposed ditch will intersect said right of way within said section aforesaid at approximately right angles to the line of said company's right of way; that said intersections will be made at a point near station forty-seven (47), which said point is between station zero and station sixty-three (63) plus thirty of the line of said main channel of said ditch; that at the point of said intersection the specifications provide that bridges of railroads and railways may be built upon piers to be constructed in the side slopes of said channel but not closer than forty-three feet on either side from the center line of the channel, measuring along the bottom of the channel; that the piers for bridges crossing said channel when so constructed can be set agreeably to the specifications in said report at a distance of eighty-six feet in the clear from each other; that the distance from the grade line of the bottom of the channel of said proposed ditch to the top of the rails of the railroad track of said company at said point is thirty-four feet; that said railroad company has a double track at the point where its right of way crosses the channel of said proposed ditch; that at the point where said in-

tersection is made the surface level of the country is twenty-five to thirty feet above the surface level of the water in Lake Michigan; that at the point where the Little Calumet River enters the main channel of said proposed drain the surface level of the water in said river is about nineteen feet higher than the surface level of the water in Lake Michigan; that at the point where the channel of said proposed ditch intersects the right of way of said railroad company there is not now and never has been any ditch, drain or watercourse; that said railroad company is a common carrier of freight and passengers and is engaged in carrying freight and passengers for hire over its said right of way crossing said section above described from points both east and west of the point of its intersection with the channel of the proposed ditch; that said railroad company has no other property other than its said right of way that is in any manner affected or interfered with or touched by said drainage proceeding herein; that said Lake Shore and Michigan Southern Railway Company will not be damaged by the construction of said proposed drain.

18. The court further finds that at the point where the ditch passes under the bridge of the Michigan Central Railroad Company, the natural channel of the stream spanned by the present bridge will have to be deepened about seven or eight feet, which will necessitate the rebuilding of the abutments and piers upon which the bridge rests.

The court also finds that the defendant, Michigan Central Railroad Company, will neither be damaged or benefited by the proposed drain.

19. The court finds that the Chicago, Indiana and Southern Railroad Company, the Michigan Central Railroad Company, and the Lake Shore and Michigan South-

ern Railway Company or either of them own no property affected by the proposed drainage than heretofore mentioned in the previous findings.

20. The court finds that the right of way described in the Commissioners' Report in Sections sixteen (16) and twenty-one (21), Township thirty-six (36) north, Range nine (9) west, in Lake County, and the following real estate in Lake County, described as follows: East four chains of the southwest quarter of the northwest quarter of Section twenty-one (21) Township thirty-six (36) north, Range nine (9) west, as the property of the Indiana Harbor Railroad Company, is now owned by the Chicago, Indiana and Southern Railroad Company, and that neither said right of way or parcel of real estate above described will be benefited by the construction of the proposed drainage."

The material facts stated in the finding are as follows:

The plan is: To make a cut-off or new channel for the Little Calumet River, beginning at a certain point described in Porter County and running north across the sand ridge to Lake Michigan, a little over a mile in length; this part of the work to be 70 feet wide at the bottom with side slopes of two to one, making the cut across the tracks of the Lake Shore and Michigan Southern Railway and the Chicago, Indiana and Southern Railroad about 200 feet in width at the top.

Then to begin at a certain described point in Lake County 7.23 miles west of the south end of the cut-off and straighten and deepen the channel of the river for said distance with a fall to the east of one foot to 10,000 feet, thereby changing the course of the flow of the river from west to east in this section. The water coming from the east and above the head of the cut-off is to be controlled by certain dikes, and both currents when meet-

ing to be turned through the cut-off into the lake. Inasmuch as the valley of the Little Calumet River is so much higher than the level of the lake, in order to reduce the inclination or fall of the river to a point of safety where it would not destroy itself by a rapid current, the plan is to sink the bed of the river from the westerly point of the work from eleven to twenty-two feet deep. This deepens the channel under the bridge of the Michigan Central Railroad, as shown by the finding, about twelve feet; making it necessary to take out and rebuild the abutments and piers to make a safe bridge. From the head, or south end, of the cut-off, or channel down stream, the natural river is fifty-four miles in length to the lake at its natural outlet, having a moderate fall in that distance of 19.5 feet.

In short, the plan is to bisect the Little Calumet River at a certain point 7.23 miles west of the south end of the cut-off, from thence turn the current of the river backwards, or up stream, to the cut-off, and then flow this part of the river, plus that part of the river east of the south end of the cut-off, through the same into Lake Michigan.

That part of the river west of the point of bisection, both in Indiana and Illinois, is left unchanged.

The specifications adopted by the court for the construction of the bridges of the Lake Shore & Michigan Southern Railway and the Chicago, Indiana and Southern Railroad are set forth at length in the finding. The court also found that the damages allowed to said Railroad last mentioned by the drainage commissioners should be, and the same were, struck out of the report as being contrary to law.

The finding also states that the channel will have to be deepened under the Michigan Central bridge, which

will necessitate the rebuilding of the abutments and piers, but that the company will not be damaged thereby. No benefits were assessed, either by the drainage commissioners or the Porter Circuit Court, to either of the plaintiffs in error. The findings are that neither of the plaintiffs in error will be benefited.

Conclusions of Law.

Upon the foregoing facts the court stated the law to be as follows:

"1. That the Chicago, Indiana & Southern Railroad Company should not be charged with any benefits by reason of the construction of the proposed work as to its right of way—and that said company is not entitled to recover any damages by reason of the construction of the proposed work.

2. That the Michigan Central Railroad Company should not be charged with any benefits by reason of the construction of the proposed work nor is it entitled to recover any damages.

3. That the Lake Shore & Michigan Southern Railway Company is not entitled to recover any damages by reason of the proposed work.

4. That the proposed work is a public utility and should be established and constructed." p. 310.

The Decree.

The decree follows, establishing the work, confirming some benefits and damages as stated in the second report and changing others and specifically disallowing the damages given by the Drainage Commissioners to the plaintiffs in error. Tr. top p. 330.

REFUSAL OF EVIDENCE.

It also appears upon the record that during the second trial each of the plaintiffs in error offered to prove by competent witnesses that the construction of the work would inflict upon them, severally, damages as follows, necessitated by the construction of bridges:

Lake Shore & Michigan Southern Company, p. 372	$135,000
Chicago, Indiana & Southern Company, pp. 359-372	60,000
Michigan Central Company, p. 376	30,000

It may be mentioned that upon argument in the trial court it was insisted on behalf of plaintiffs in error that the denial of this proof was in violation of the protective clauses of the Fourteenth Amendment. pp. 362-3-4.

The joint and several motions for new trials each specifically set up their right of protection under the Fourteenth Amendment. Joint motion, p. 336, Nos. 3 and 7; separate motion of Michigan Central, p. 338, Nos. 420-1; separate motion Lake Shore & Michigan Southern, p. 332, Nos. 5 and 21; Chicago, Indiana & Southern, p. 346, Nos. 4 and 21.

The Supreme Court affirmed in all things the action of the Porter Circuit Court. Opinion of Supreme Court of Indiana, pp. 510-11-12-13-14-15; 104 N. E., 975.

The court stated the questions presented by the record to be:

> "1. Error in overruling appellants' demurrers.
> 2. Error in overruling appellants' motion to dismiss.
> 3. That the Calumet River being an interstate stream, the Porter Circuit Court had no jurisdiction over its course.
> 4. Appellants' railways not being within the drainage district are not subject to the police power of the state.

5. That the power to cut the ditch across the appellants' right of way is referable to the eminent domain power and not the police power.

6. That the Drainage Act of 1907 (Sec. 6142, etc; Burns', 1908) is unconstitutional and void, in that it allows the assessment of damages to Lake County for injuries to bridges; to other corporations and persons for injuries to their property, while denying the same to appellants, and is in conflict with the Fourteenth Amendment to the Federal Constitution."

THE SPECIFICATION OF ERRORS RELIED UPON FOR REVERSAL.

The errors assigned on the application for a writ of error are set out in full in the printed record, pp. 530 to 537, inclusive. Omitting the caption, they are:

"*First.* The Supreme Court of the State of Indiana erred in holding and deciding in the opinion, decree and judgment in said cause that these plaintiffs in error were not, nor was either of them, entitled to have assessed any compensation or damages by reason or on account of the taking of the property of each plaintiff in error in and for the construction of the new channel, canal or ditch of and for the Little Calumet River under and through and across their several railroad tracks, lands, easements, roadbeds, bridges and rights of way, in this case, as authorized, decreed and established and affirmed in the opinion and judgment and decree of the said Supreme Court of the State of Indiana under the provisions of an Act of the General Assembly of the State of Indiana (Acts 1907, page 508), entitled "An Act concerning drainage and repealing laws in conflict," approved March 11th, 1907; and in holding that neither plaintiff in error was entitled to have any damages for the injuries inflicted and to be done to the property of each, in the construction and maintenance of said channel or cut ordered to be cut and maintained; for that by such

opinion and judgment and decree of the Supreme Court of Indiana affirming the judgment of the Porter Circuit Court, the property and rights of these plaintiffs in error, and of each of them, were and are taken from them, and each of them, in this proceeding by the State of Indiana without due process of law, and in violation and contravention of the provision in the Fourteenth Amendment to the Constitution of the United States declaring that "No state shall deprive any person of property without due process of law."

Second. The Supreme Court of the State of Indiana in its opinion, decree and judgment in this case erred in holding, deciding and adjudging that those plaintiffs in error are not, nor are either of them, entitled to prove or have any compensation or damages by reason or on account of the property and rights of each of these plaintiffs in error taken from them severally by and under said judgment and decree, and appropriated by the State of Indiana for the construction, maintenance and use of the new channel, canal or ditch established and to be established for the Little Calumet River, to be excavated and cut and opened and used under, through and across their several railroads, roadbeds, tracks, property, easements and rights of way, as authorized and decreed to be made by the opinion, judgment and decree of the Supreme Court of Indiana in this case, under the provisions of an Act of the General Assembly of the State of Indiana, entitled "An Act concerning drainage and repealing laws in conflict," approved March 11th, 1907 (Acts, page 508); which provided damages for all persons injuriously affected; for that by the said opinion, judgment and decree of the said Supreme Court of Indiana, affirming the judgment of the Porter Circuit Court of the State of Indiana, the properties and rights of each of these plaintiffs in error are taken and being taken from

them, and each of them severally, by the State of Indiana in violation of that clause in the Fourteenth Amendment to the Constitution of the United States which declares that "No state shall deny to any person the equal protection of the law."

Third. The Supreme Court of the State of Indiana in its opinion and judgment herein erred in holding and deciding that under the provisions of the Act of the General Assembly of the State of Indiana, entitled "An Act concerning drainage and repealing laws in conflict," approved March 11th, 1907 (Acts 1907, page 508) these plaintiffs in error were not, nor is either of them, entitled to prove, as a matter of fact, that they and each of them severally were and are injuriously affected and greatly damaged by and on account of the construction and maintenance of the new channel for the Little Calumet River, canal, ditch or work established and made and to be made under, through and across the railroads, properties, roadbeds, bridges, lands and rights of way of each, taken by and in behalf of the State of Indiana, and thereby inflicting upon each of these plaintiffs in error great and lasting injuries, to the great damage of each; and such refusal and denial of the rights of each of these plaintiffs in error to make proof and establish their several damages and rights to compensation for and on account of said work, was and is in denial of the right of due process of law secured to these plaintiffs in error, and each severally, under that clause of the Fourteenth Amendment to the Constitution of the United States, declaring that "No state shall deny to any person the right of due process of law; nor deny to any person the equal protection of the laws."

Fourth. The Supreme Court of the State of Indiana erred in its opinion and judgment and decree in holding that the Porter Circuit Court of the State of Indiana

had jurisdiction over the subject matter of the work of digging, cutting, opening, constructing and maintaining a new channel in the record described for the Little Calumet River, being an interstate stream and having its source in La Porte County, Indiana, and flowing thence across the counties of Porter and Lake in said state, into the State of Illinois, and thence into Lake Michigan; because of and by the provisions of Section 8½ of said Drainage Act, approved March 11th, 1907, entitled "An Act concerning drainage and repealing laws in conflict," the sole jurisdiction to authorize and do the work of changing the course and channel of the said Little Calumet River was and is vested, under said act, in the courts and public officers of Lake County, Indiana, and not given —and therefore denied—to the courts and public officers of Porter County, Indiana; and the opinion and judgment of said Supreme Court of Indiana holding and deciding the contrary as aforesaid makes and authorizes the State of Indiana to take the property, railroads and rights of way of each of these several plaintiffs in error without due process of law and in violation of that clause of the Fourteenth Amendment to the Constitution of the United States which declares that "No state shall deprive any person of property without due process of law."

Fifth. It appears upon the record of this case that the rights of way and the railways of these two plaintiffs in error, to-wit, the Lake Shore & Michigan Southern Railway Company and the Chicago, Indiana and Southern Railroad Company, are not in any part within the valley or watershed of the Little Calumet River, nor caused nor contributed in anywise or part to the overflow complained of and sought to be prevented in this proceeding; and so no part of the properties and railroads of the said two above named plaintiffs in error were or are with-

in the boundaries of the drainage district in said proceeding established; and the Supreme Court of Indiana in its opinion and judgment herein erred in affirming the judgment of the Porter Circuit Court and in holding that, nevertheless, under said Drainage Act of March 11th, 1907, the State of Indiana by and through its officers and courts had and has the right and power to take, appropriate and injure the lands, rights of way, railroads and property of each of the above named two plaintiffs in error without providing for, or compensating them, or either of them, for the injuries and damages inflicted upon and against each of them; and in holding and deciding that the power of the State of Indiana exercised in this behalf by the state against them is the police power of the state, with the right to injure, destroy and take their several property without compensation; whereas these two plaintiffs in error assert that the power exercised and to be exercised in the premises against each of them and their property is that of eminent domain, which awards compensation as due process of law. And so the opinion and judgment of the Supreme Court of Indiana herein in denying to them the right of compensation for the property of each taken, makes said Drainage Act and the opinion and judgment of the Supreme Court of Indiana to contravene and violate the clause in the Fourteenth Amendment to the Constitution of the United States, declaring "That no state shall deprive any person of property without due process of law."

Sixth. The Supreme Court of the State of Indiana erred in holding in this case that the State of Indiana, under the provisions of said Drainage Act of March 11th, 1907, as construed, applied and enforced by the said Supreme Court of Indiana, does not conflict with either of the provisions of the Fourteenth Amendment to the Constitution of the United States declaring "No

state shall deprive any person of property without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws."

Seventh. The Supreme Court of Indiana in its opinion and judgment herein erred in holding that it was legal and lawful for the State of Indiana in this proceeding to take from the plaintiffs in error, and each of them, severally, their several lands, easements, rights and railway property in the manner and for the use of the State of Indiana in the final decree of the Porter Circuit Court of Indiana established and affirmed by said Supreme Court, without giving these plaintiffs in error, or either of them, any damages or compensation for the injuries done and to be done to their several railways, rights and properties in the construction and maintenance of said work of drainage under said Drainage Act of said state entitled "An Act concerning drainage and repealing laws in conflict," approved March 11, 1907; and at the same time under said act and in said proceeding make a judgment providing for making and assessing and paying the County of Lake, in the State of Indiana, damages done to the public highways owned by said county, and also making, assessing and providing compensation and payments to other corporations, public and private, and natural persons as well, whose properties were taken, injured or injuriously affected by the construction and maintenance of said work as fully set forth in the record herein; and in so holding and deciding and adjudging the Supreme Court of Indiana made said act and said judgment against each of these plaintiffs in error to be in conflict with and derogation of the rights secured to these plaintiffs in error, and each of them, by that provision of the Fourteenth Amendment to the Constitution of the United States declaring that "No state

shall deny to any person within its jurisdiction the equal protection of the laws."

Eighth. The Supreme Court of the State of Indiana erred in its opinion and judgment and decree therein in this, viz: Notwithstanding the Little Calumet River is an interstate, navigable stream, used and to be used and improved by the Government of the United States for interstate and national commerce in both the States of Indiana and Illinois, and in connection with navigation upon Lake Michigan, yet said court held and adjudged that the State of Indiana had jurisdiction and power, under the provisions of said Drainage Act of the State of Indiana, approved March 11th, 1907, to alter and change the course and channel and divert the river from the State of Illinois and destroy the navigable use of said river by and through the proceedings and judgment had in the Porter Circuit Court of the State of Indiana as set forth at length in the record in this cause; and these plaintiffs in error say that in so injuring and taking their property and rights, and the property and rights of each of them, in and under said proceedings, the same is done and being done in violation of their several rights secured to them and each of them, by that provision in the Fourteenth Amendment to the Constitution of the United States which declares that "No state shall deprive any person of property without due process of law," for that, under said Drainage Act and the laws of the United States, the Porter Circuit Court of the State of Indiana, and the officers of the State of Indiana, and the Supreme Court of the State of Indiana, and the State of Illinois has not, nor has either, the right or jurisdiction in this case, under said act or otherwise, to take the property of these plaintiffs in error from them and each of them, as a means and part of the proceedings to de-

stroy the flow and the navigable use of the Little Calumet River.

Ninth. The Supreme Court of Indiana in its opinion and judgment in this case, and by and under the construction of said Drainage Act of March 11th, 1907, in holding and deciding that these plaintiffs in error had not, nor had either of them, any right to prove their several damages and compensation for and on account of their several properties and rights being taken and injured by the State of Indiana by the construction and maintenance of said work as under said proceeding, made the said act to be and the same is in violation of those provisions of the Fourteenth Amendment to the Constitution of the United States which secures to each plaintiff in error the right, by due process of law, to prove and establish their several damages and rights to compensation for and on account of the injuries done and to be done to their several properties as established and directed in the decree of the Porter Circuit Court, and affirmed and established in the opinion and judgment and decree of the Supreme Court of the State of Indiana.

Tenth. Under the construction put by the Supreme Court of the State of Indiana on the said act concerning drainage, approved March 11, 1907 (Acts, page 508), the same is in violation of the provisions of the Fourteenth Amendment to the Constitution of the United States, which prohibits the State of Indiana, either by its judiciary or legislative or executive or administrative officers, to take the property and rights of and from these several plaintiffs in error without affording or giving them an opportunity to prove and establish the injuries inflicted upon them and their several railway properties, and each of them, under and by reason of the establishment, construction and maintenance of said

work under said act; and so thereby denying them, and each of them, due process of law, in contravention of the provision of the Fourteenth Amendment to the Constitution of the United States, declaring that "No state shall deprive any person of property without due process of law," nor "deny to any person the equal protection of the laws."

Eleventh. The Lake Shore & Michigan Southern Railway Company states and assigns for error that the Supreme Court of Indiana erred herein in holding that upon the trial of this cause in the Porter Circuit Court this plaintiff in error had not the right and was denied the right to prove by its witness, Mr. R. A. Feldes, that the making of the new channel for the Little Calumet River under and across its property, railroad and right of way would necessitate the construction of a double track railroad bridge over and across the new channel at a necessary cost and expense in the sum of one hundred and thirty-five thousand dollars ($135,000). Such decision being based solely on the proposition that by and under the laws of the State of Indiana, the state had the lawful right without making or providing any compensation for such damages inflicted, to take the property of this plaintiff in error for said purpose. Such decision makes the State of Indiana to take the property of this plaintiff in error without due process of law and in direct violation of that clause of the Fourteenth Amendment to the Constitution of the United States declaring that "No state shall take the property of any person without due process of law."

Twelfth. The Chicago, Indiana and Southern Railroad Company states and assigns for error that the Supreme Court of Indiana erred herein in holding that upon the trial of this cause in the Porter Circuit Court this plaintiff in error had not the right and was denied the right to prove by its witness, Mr. R. A. Feldes, that the making of the new channel for the Little Calumet River under and across its property, railroad and right

of way would necessitate the construction of a double track railroad bridge over and across the new channel at a necessary cost and expense in the sum of sixty thousand dollars ($60,000). Such decision being based solely on the proposition that by and under the laws of the State of Indiana the state had the lawful right without making or providing any compensation for such damages inflicted, to take the property of this plaintiff in error for said purpose. Such decision makes the State of Indiana take the property of this plaintiff in error without due process of law and in direct violation of that clause of the Fourteenth Amendment to the Constitution of the United States declaring that "No state shall take the property of any person without due process of law."

Thirteenth. The Michigan Central Railroad Company states and assigns for error that the Supreme Court of Indiana erred herein in holding that upon the trial of this cause in the Porter Circuit Court this plaintiff in error had not the right and was denied the right to prove by its witness, Mr. C. C. Hill, that the making of the new channel for the Little Calumet River under and across its property, railroad and right of way would necessitate the construction of a double track railroad bridge over and across the new channel at a necessary cost and expense in the sum of thirty thousand dollars ($30,000). Such decision being based solely on the proposition that by and under the laws of the State of Indiana, the state had the lawful right without making or providing any compensation for such damages inflicted, to take the property of this plaintiff in error for said purpose. Such decision makes the State of Indiana to take the property of this plaintiff in error without due process of law and in direct violation of that clause of the Fourteenth Amendment to the Constitution of the United States declaring that "No state shall take the property of any persons without due process of law."

ARGUMENT.

This case presents certain Federal questions; that is to say:

First. Whether the construction of the Supreme Court of Indiana, put upon certain specific parts of the Drainage Act of the State of Indiana hereinafter set forth, makes such statute conflict with those portions of the Fourteenth Amendment to the Federal Constitution, securing due process and equal protection of the law.

Second. Whether the property of these plaintiffs in error, confessedly injured, is taken under the power of eminent domain, which always provides for compensation, or whether it is being taken under the police power of the State, which affords no compensation; and if under that power, then whether the statute does not by its terms provide that compensation must be made.

In this argument we shall refer to the original Drainage Act of the State of Indiana, as printed in the Acts of 1907, page 508; and in Burns' revision of the Indiana Statutes of 1914, the various sections of this Act are intermingled with other provisions having nothing to do with this case.

The title of the Act is, "An Act concerning drainage, and repealing all laws in conflict." Section 1 of the Act declares:

> "All laws and parts of laws heretofore enacted in relation to drainage are hereby repealed * * *"

The various provisions of the Act provide that the state courts and officers, such as county commissioners, surveyors, drainage commissioners, etc., shall have the sole power to establish and construct drainage under this Act; so the drainage case at bar is a state work. But the state, instead of paying therefor by any system of

general taxation, directs and empowers the Drainage Commissioners to definitely locate the drain, and having done so to

> "assess the benefits or damages, as the case may be, to each separate tract of land to be affected thereby, and the easements held by railway or other corporations, as well as to cities, towns, or other public or private corporations, including any lands, rights, easements or water power injuriously or beneficially affected, and to make report to the court under oath as directed; provided also, that when any ditch, drain or levee runs into another county than the one where such proceedings therefor as aforesaid are instituted, no bridge, culvert, or road in such other county shall be disturbed, injured or interfered with unless the damage to be occasioned thereby to such bridge, culvert or road has been considered, estimated and assessed by such Drainage Commission, and the payment of such damages to such county provided for by assessing the same pro rata as other damages are assessed." Section 3.

Section 2 provides what shall be stated by the petitioners in any petition filed under the Act, which petition must be filed in the Circuit Court or Superior Court of the county in which the lands of the petitioners are situated; provided, that when any such proposed drain will run into two or more counties, the courts of the county having the greatest length of such proposed ditch shall have jurisdiction of the work. The petitioner is required to state and describe "the lands of all others which it is believed will be affected by the proposed drainage, and give the names of the owners thereof." It is further provided in the same section,

> "If the right of way of any railroad company is believed to be affected, it shall be sufficient to describe it as the right of way of such railroad company, naming it, through such section, township and range, giving the numbers of the same."

Section 3 provides that upon petition being filed in the

office of the Clerk of the Court, a day is fixed for the docketing thereof, provision is made for notifying the persons named, generally of the contents of the petition and the day fixed for the hearing; and upon the hearing, if the court deems the petition sufficient, the court then refers the same to the drainage commissioners, who are directed

> "to make personal inspection of the lands described in the petition and of all other lands likely to be affected by the proposed work. In their inspection they determine whether the drainage proposed is practicable, whether it will improve the public health or benefit any public highway or street or be a public utility; also whether the cost, damages, and expenses of effecting the drainage will be less than the cost to the owners of the lands likely to be affected by the proposed drainage."

It is then provided that the drainage commission shall make report to the court, and if upon the report it appears that any of the requirements are answered in the negative, the petition is dismissed.

> "But if they find otherwise, they shall proceed and definitely determine the best and cheapest method of drainage, the termini and route, location and character of the proposed work, and fix the same by metes and bounds, courses and distances and description, including grades and bench marks, including all necessary arms, estimate the cost thereof, divide the drain or ditch into sections not more than one hundred feet in length, and compute and set out the number of cubic yards of excavation in each section, assess the benefits or damages, as the case may be, to each separate tract of land to be affected thereby, and all easements held by railway or other corporations, as well as to cities, towns, or other public or private corporations, including any lands, rights, easements or water power, injuriously or beneficially affected, and to make report to the court under oath as directed; provided, also, that when any ditch, drain or levee runs into any other county than the one where such proceedings therefor as afore-

said are instituted, no bridge, culvert or road in such other county shall be disturbed, injured, or interfered with unless the damage to be occasioned thereby to such bridge, culvert or road has been considered, estimated and assessed by the said drainage commission, and the payment of such damages to such county provided for by assessing the same pro rata as other damages are assessed."

It is also provided:

"They may determine that the method of drainage shall be by removing obstructions from a natural or artificial watercourse or diverting such watercourse from its channel by deepening and widening the channel of such watercourse; by constructing an artificial course with or without arms or branches."

The county surveyor is made the engineer. (Section 3.)

These and other provisions in the Act show that it is a complete code on the subject of drainage.

Such proceedings were had that the commissioners made their first report, recommending the establishment of the work.

Section 4 provides the manner in which parties to the proceeding may answer by way of remonstrance. While this report is in the record it is not printed, for the reason that upon a trial had upon issues made by various remonstrants it came to appear that the greater length of the work as located was in Lake County, whereas the proceeding was filed and pending in Porter County. On this fact appearing, the plaintiffs in error moved that the proceeding be dismissed for want of jurisdiction; which was met by request on the part of the petitioners that the report be referred back to the drainage commission with permission to amend the same so as to make the greater length in Porter County and sustain the jurisdiction; which was done.

The Supreme Court of Indiana held this might be done without loss of jurisdiction.

The drainage commission made a second report, upon which the decree in this case was rested. This report is printed in full beginning at the foot of page 127 of the printed transcript and with the engineer's report made a part thereof extending to page 267. In this report the drainage commissioners assess no benefits against the Lake Shore & Michigan Southern Railway Company or the Chicago, Indiana & Southern Railroad Company, but did assess benefits to the amount of $2,000 against the Michigan Central Railroad Company. (Tr., p. 243, item 1713.) But this assessment of benefits against the last-named company was set aside by the Porter Circuit Court in the Special Finding No. 18, p. 310; so the case stands upon the record that no benefits were assessed against either of the plaintiffs in error. Benefits were assessed against the lands of a great many natural persons, railroads, cities, towns, counties and the like. (Tr., pp. 242 to 245.) Turning to the subject of damages, it appears that the drainage commissioners gave damages to the plaintiffs in error as follows:

Item No. 2049. Chicago, Indiana & Southern Railroad Company, right of way through Section 36, Township 37, Range 7 $17,000

Item No. 2058. Lake Shore & Michigan Southern Railway Company, right of way through Section 36, Township 37, Range 7 35,000

Damages were also given to many other persons and corporations, including:

Item No. 2558, Lake County, damages to bridges, highways (Tr., p. 246.) $200

No damages were assessed by the drainage commissioners in favor of the Michigan Central Railroad, because

"where the same (ditch) crosses the right of way

of the Michigan Central Railroad, the ditch shall be constructed through the opening between the two center piers of the present bridge spanning the river (Little Calumet) at that point and across the right of way of said railroad company without disturbing or causing the removal of the present steel girder bridge across said river at said point." (Printed Tr., p. 265.)

On the filing of this second report each of the plaintiffs in error filed their several remonstrances, stating among other things that their several rights of way would be injuriously affected in the sums therein set forth.

The Chicago, Indiana & Southern Railroad Company in the ninth item of its remonstrance stated, in substance, that the work

"will result in cutting a great canal through remonstrant's right of way where it now maintains its main tracks of railroad, 190 feet in width at top, 70 feet wide on bottom, and 30 feet deep, requiring a bridge over the same at least 190 feet long, which will cost for construction the sum of $131,000." (Printed Tr., foot p. 275.)

The Michigan Central Railroad Company in the eighth paragraph of its remonstrance set forth that the construction of the work under its bridge across the river would necessitate the taking out of the present bridge and the construction of another, which would cost $63,700. (Printed Tr., p. 280.)

And the Lake Shore & Michigan Southern Railway Company in its remonstrance set forth in the eighth paragraph

"that the construction of said proposed ditch will result in cutting a great canal through remonstrant's right of way where it now maintains two main tracks, 210 feet in width at the top, 70 feet wide at the bottom and 34 feet deep * * * requiring a bridge over the same of at least 210 feet long, which will

cost for construction the sum of $150,000." (Printed Tr., p. 285.)

On the trial had under the second report each of the plaintiffs in error produced competent witnesses and offered to prove the truth of the facts aforesaid touching the reasonable and necessary cost of constructing bridges by the several plaintiffs in error. The evidence was excluded. (Printed Tr., p. 372 to 386.) And at the close of the trial, as shown in the special findings, the damages allowed by the drainage commissioners were stricken out (paragraph 16, at top p. 309; paragraph 17, at foot p. 309 and top p. 310; paragraph 18, p. 310) and this was because the court concluded in its conclusions of law that these plaintiffs in error should neither be charged with any benefits nor were they entitled to recover any damages by reason of the construction of the proposed work. (Printed Tr., p. 310.) And thereupon, in the decree which follows, it was adjudged that:

> "The court further finds that the assessments of damages as set forth in the report of the commissioners should be confirmed and approved as to all parties excepting the following named: The Chicago, Indiana & Southern Railroad Company, the Lake Shore & Michigan Southern Railway Company, and Michigan Central Railroad Company * * * Their assessments of damages as set forth in the report of the commissioners should be and the same are hereby disallowed." (Printer Tr., p. 330.)

In short, it is nowhere found that the railway properties of the plaintiffs in error were in anywise benefited, and the trial court and the Supreme Court alike held that no damages were to be allowed because the property was affected, taken and injured under the exercise of the police power of the state. It was the contention of the plaintiffs in error that their several properties were being taken under the power of eminent domain. This is

clearly stated in the opinion of the Supreme Court in these words:

> "It is further contended by appellants that as the lines of their easements are not within the proposed drainage district they are not subject to the police power of the state, but the matter is irrefragable to the police power and the appellants are entitled to damages for the construction of bridges occasioned by the drain. This is not a new question in Indiana. It has been decided by this court that the construction of drains and highways and the taking of property for such purposes is within the police power of the state."

Equal Protection.

It is the contention of the plaintiffs in error that the action of the courts, and particularly the Circuit Court of the State of Indiana, in giving damages to other corporations and persons, and particularly Lake County, and denying damages to these plaintiffs in error, is in contravention of that provision of the Fourteenth Amendment which secures to them the equal protection of the laws.

The plain words of the Act, found in Section 3, p. 513, namely,

> "assess the benefits or damages, as the case may be, to each separate tract of land to be affected thereby, and to easements held by railway or other corporations, as well as to cities, towns, or other property or private corporations, including any land, rights, easements or water power injuriously or beneficially affected,"

are construed to apply to some owners of land, easements, roads, streets, and the like, but not to embrace these plaintiffs in error.

It is settled that the equal protection of the laws is a pledge of the protection of equal laws. *Yick Wo* v. *Hopkins*, 118 U. S., p. 356-369.) There the words of the

statute of the State of California (Ordinances of San Francisco) were as here on the face fair and equal; but the ordinance as construed and administered by the state was unequal. There it was urged on behalf of the state that it was for the state courts to construe and administer the state laws. To that contention this court made answer as follows:

> "That, however, does not preclude this court from putting upon the ordinances of the County and City of San Francisco an independent construction; for the determination of the question whether the proceedings under these ordinances, and the enforcement of them, are in conflict with the Constitution and laws of the United States necessarily involves the meaning of the ordinances, which for that purpose we are required to ascertain and judge." p. 366.

After reviewing the facts touching the construction and administration of the courts of California, this court said:

> "The cases present the ordinances in actual operation and the facts shown establish an administration directed so exclusively against a particular class of persons as to warrant and require the conclusion that whatever may have been the intent of the ordinances as adopted, they are applied by the public authorities charged with their administration, and thus representing the state itself, with a meaning so unequal and oppressive as to amount to a practical denial by the state of the equal protection of the laws which is secured to the petitioners, as well as to other persons, by the broad and benign provisions of the Fourteenth Amendment of the Constitution of the United States." p. 373.

Since then it has been often held that this court takes the state statute as construed, and then inquires if it violates the Federal statute.

Jacobson v. *Mass.*, 197 U. S., pp. 11-24.

S. W. Telegraph Co. v. *Danaher*, 238 U. S., pp. 483-489.

Price v. *Ill.*, 238 U. S., p. 451.

In this case the statute plainly directs the officers of the state *to assess the benefits or damages, as the case may be, to each separate tract of land to be affected thereby and to easements held by railways or other corporations; and likewise to cities, towns or other public or private corporations, including roads in other counties injured or interfered with.* Thus on the face the legislature put all kinds of real property in one and the same class and treats all alike and affords equal protection to all. But the State of Indiana, through its courts, in administering the Act makes discrimination, giving damages to some and denying damages to others; so that it is not the very words of this statute, but the wrongful and discriminatory meaning and improper construction and application by the State of Indiana that brings this case here.

Many other cases in this court of discriminatory application follow and enforce the rule above stated.

Dobbins v. *Los Angeles,* 195 U. S., pp. 223-240.
Connolly v. *Sewer Pipe Co.,* 184 U. S., p. 558.
Myles Salt Co. v. *Iberia Drainage District,* 239 U. S., pp. 478-484.

In *Price* v. *Illinois,* 238 U. S., p. 451, it is again held that the state statute is read in the light of the state construction, and then its validity under the United States Constitution is determined.

There is no reason why the legislative department of the State of Indiana might not provide and require that the property of railways injuriously affected and damaged by drainage work should be compensated as well as cities, counties and other corporations and the like whose property is likewise injuriously affected by the same work; and particularly is this so where, as in this case, the canal is cut through the railways on top of the high

ridge where water never ran and from which ridge no tributary flows into the Little Calumet River, and which property of the said two railways in nowise contributes towards causing the marsh to be drained. And as to the Michigan Central Company, while its bridge crosses the river, it is found that the drainage is of no benefit to that company, but the fact is found to be "that at the point where the ditch passes under the bridge of the Michigan Central Railroad Company the natural channel of the stream spanned by the present bridge will have to be deepened about seven or eight feet, which will necessitate the rebuilding of the abutments and piers upon which the bridge rests." This deepening of the channel under this bridge, as shown by the special findings, is made necessary because the course and current of the river at that point is changed from its natural course to the west to the artificial course to the east; and because the valley of the Little Calumet is so much higher than Lake Michigan, into which the new channel is being turned, that it is necessary to sink the new channel from eight to twenty feet in depth in order that the slope of the fall may be reduced to safety and prevent otherwise the destruction of the work, which is made to take the run-off from three hundred and fifty square miles of land.

Due Process.

We are next to inquire what is the nature of the power being exercised by and on behalf of the state in cutting the new artificial channel for the river through the easements of the Lake Shore & Michigan Southern Railway and the Chicago, Indiana & Southern Railroad. Plaintiffs in error contend that their property is being injured and taken under the power of eminent domain, which always provides compensation for injuries done. The Supreme Court of Indiana held otherwise, and said the property

was being injured and taken under the police power, which in the absence of a statute provides no compensation. The language of the Supreme Court of Indiana on this point is:

> "It is further contended by appellants that as the lines of their easements are not within the proposed drainage district they are not subject to the police power of the state, but the matter is referable to the eminent domain power and that appellants are entitled to damages for the construction of bridges occasioned by the drain."

This declaration rests, of course, on the well settled rule that when the state takes property under the power of eminent domain it must, in the exercise of due process of law, provide compensation, *Mungler* v. *Kansas,* 123 U. S., p. 668; but when property is properly taken under the police power, the state need not make compensation. These principles are well established in the following cases:

Chicago, Burlington & Quincy Railroad Company v. *City of Chicago,* 166 U. S., pp. 226, 241.
Long Island Water Supply Co. v. *City of Brooklyn,* 166 U. S., pp. 685, 695.
Norwood v. *Baker,* 172 U. S., p. 277.
Kaukauna Water Power Co. v. *Green Bay & Mississippi Canal Co.,* 142 U. S., pp. 254, 278.

In *Chicago, Burlington & Quincy Railway* v. *Drainage Commissioners,* 200 U. S., p. 593, the rule is stated as follows:

> "The constitutional requirement of due process of law, which embraces compensation for private property taken for public use, applies in every case of the exercise of governmental power. If in the execution of any power, no matter what it is, the government, federal or state, if it is necessary to take private property for public use, must obey the constitutional injunction to make or secure just compensation to the owner."

It was the contention of the plaintiffs in error in the Supreme Court of Indiana, and as here, that as two of these railroads lie on the top of the high ridge between the Little Calumet River and Lake Michigan, thirty feet above the level of the lake and ten feet and more above the level of the Little Calumet Valley, and are not benefited and do not in anywise cause or contribute to the marsh, they are not within the drainage district. The special findings declare, "There has not now and never has been any ditch, drain or watercourse" where the cut-off or new channel crosses their rights of way. See paragraphs 16 and 17 of the findings. It seems to follow without dispute that the land on which these two roads lie, being high and dry and not within the watershed or the valley of the Little Calumet River, are not and can not be beneficially affected in any way by the proposed drainage. So that in no proper sense can either of these two railroads, at least, be thought to be within the drainage district. We submit, therefore, that this very case falls within the rule stated in *Myles Salt Co.* v. *Iberia Drainage District*, 239 U. S., p. 478. There certain lands, lying high and dry above the submerged lands sought to be drained, could not receive any benefit from the system of drainage and did not in anywise cause or contribute to the overflow of the lowland, were held without the district and not subject to assessment solely for the improvement of the property of others without a compensating advantage of any kind.

Much less can it be thought that the property of these plaintiffs in error can be taken without compensation under the police power for the benefit of the owners of the wet land in the Calumet marsh over the special finding in this case, and also as stated in the conclusions of law that the property of neither is benefited by reason of the construction of the proposed work. The plain distinc-

tion between the exercise of the police power and the exercise of the power of eminent domain is nowhere better stated, perhaps, than in *Mungler* v. *Kansas,* 123 U. S., 669, in these words:

> "In the one case a nuisance only is abated; in the other unoffending property is taken away from an innocent owner."

It could not be thought that the sand ridge or the railways on top thereof in anywise give offense to the public welfare.

Now conceding by way of argument, that the state has power to, and has, authorized the change in the course, channel and outlet of the Little Calumet River from its valley, as sought to be established in this proceeding, the question remains: Can the state put this work through the rights of way of these companies without providing compensation?

The drainage commission held otherwise and assessed damages accordingly. The plaintiffs in error felt that the damages allowed were insufficient and filed remonstrances accordingly.

As to the property of the Michigan Central Railroad Company, the report of the engineer, forming a part of the report of the drainage commission, stated that the work would pass under the bridge of that company without disturbing or causing the removal of the steel girder bridge across the river (Tr., p. 265); and by way of answer to the report of the drainage commission, this company stated that the work would make the bridge unsafe and so make necessary the taking out of the abutments and piers of the present bridge and the putting in of another at an aggregate cost of $63,700. (Tr., p. 280, paragraph 8.)

The trial court stated in the special finding that the abutments and piers must be removed, but yet refused to

permit this company to make proof as to the cost of putting in any new bridge work; and also denied the other companies the right to prove that the cost of putting in new bridges would largely exceed that allowed by the drainage commissioners in their report. This action on the part of the court, and the affirmance thereof by the Supreme Court, is ample as showing the scope and meaning of the statute as applied.

Jacobson v. *Mass.*, 197 U. S., p. 11.

We proceed now to show: that the state cannot take unoffending property for this ditch without paying for it; that no Indiana case so holds; and that if it should be thought to so hold it would violate the 14th Amendment, securing due process and compensation.

In the first place, the case at bar is not one where a bridge is built over a watercourse, which bridge in time becomes an obstruction to the free flow of the stream. It is thought such cases have application to this. In this case, as applied to the two railroads on top of the ridge, the Little Calumet River is turned out of its valley and watershed and across the property of these appellants, where, as found, "there never has been any ditch, drain or watercourse."

The insistence that the state may take private, unoffending property for a ditch, without compensation, is not often made, but when made is usually, if not always, denied. This principle is stated in *Chicago & Alton Railroad Company* v. *Tranbarger*, 238 U. S., p. 67, where, in construing a statute of the State of Missouri requiring railways to pass service water through and under their grades or embankments so as to prevent water being thrown back on adjacent land, this court took occasion to say:

"The case is not at all analogous to those which

have held that the taking of a right of way across one's land for a drainage ditch where no watercourse exists, is the taking of property within the meaning of the Constitution." (p. 77.)

Apparently Cheesbrough's case (78 N. Y., 233) was in the mind of the court as it is cited in the list of cases. There a statute provided for the drainage of streets and lands in New York City. The public authorities made a drain as part of the system across Cheesbrough's land into the Harlem River. His land was dry, had natural drainage, and was not benefited by the work. The statute made no provision for compensation. The authorities constructing the drain claimed power to take his land for the drain under the police power and without compensation, and so was a valid statute. The court held otherwise as the work was not necessary, for the lands of Cheesbrough required no drainage through his lands. The court said:

"It is believed that no case can be found justifying the permanent appropriation of land without compensation under such circumstances."

Mr. Lewis in his careful treatise on the Law of Eminent Domain, Section 187, 2nd Ed., stated the law to be:

"A tract of land which requires drainage may be so situated that it can only be drained by a ditch through another tract which does not require it and would not be benefited by it. In such case certainly the drain can only be made under the power of eminent domain."

And in Section 247 he repeats that:

"Land upon which there is no nuisance belonging to one proprietor cannot be occupied with drains or other works for the purpose of abating a nuisance on the lands of others, unless compensation is made."

And in *C., B. & Q. Ry. Co.* v. *Drainage Commission*, 200 U. S., p. 593, it is said:

"The constitutional requirement of due process of

law, which embraces compensation for private property taken for a public use, applies in every case of the exercise of governmental power. If in the exertion of any power, no matter what it is, the government, Federal or State, finds it necessary to take private property for public use, it must obey the constitutional injunction to make or secure just compensation to the owner."

And in *Scranton* v. *Wheeler*, 179 U. S., p. 154, it is said:

"It remains true that where real estate is actually invaded by superinduced additions of water, earth, sand or other material, or by having any artificial structure placed upon it so as to effectively destroy or impair its usefulness, it is a taking * * *."

The case at bar is almost singular in its distinguishing features, in that here the state reverses the natural flow and course of the river and diverts its waters from its natural valley and course across the lands and railways lying between the river and Lake Michigan. However, a few cases are found in the books that are quite analogous. In *People* v. *Chicago & Eastern Illinois Railroad Company*, 104 N. E., 831 (Illinois, 1914), a district had been organized to drain 68,000 acres of wet lands in the Cache River basin, some thirty miles in length and from three-quarters to seven and one-half miles in width. The river was fifty-five miles long and emptied into the Ohio. Post Creek was a small tributary to the Cache River. Post Creek had its source within a few miles of the Ohio River, between which and that river was a high ridge of land. The railroad crossed Post Creek on a bridge resting on piling.

The proposed plan of drainage was to cut a channel from the head of Post Creek across the high ridge to the Ohio; and then reverse the natural flow of the Cache River so as to make it enter the mouth of Post Creek and flow up that creek and through the proposed cut into

the Ohio. The drainage commission made an order against the railroad company to remove the piling so that a dredge boat might be used in Post Creek in enlarging the channel, so that the water of the Cache River and of Post Creek might be merged and turned upstream and through the canal into the Ohio. The commission provided no damages or compensation to the railroad company. And upon its refusal to comply with the order brought their bill to compel the railroad company to remove the piling and also to lengthen the bridge. To this bill the railroad answered by demurrer that the petition and proceeding were in contravention of the 14th Amendment. This contention was sustained by the trial court and affirmed on appeal. After pointing out the difference between the distinguishing facts of the case from that where the railroad company had built a bridge over Rob Roy Creek, which in time came to obstruct the flow (*C., B. & Q.* v. *People,* 200 U. S., 561), the court concluded as follows:

> "That the public have an easement in the channel of Post Creek is uncontradicted and the right of appellee to maintain its bridge is subject to such easement, but before appellee can be asked to comply with the requirements of the petition and increase, at its own expense, the length of its bridge span it must appear that petitioners are entitled to such relief as a means of affording the unobstructed flow of such waters as have their natural outlet through Post Creek."

That is to say, the increase of the flowage of the water of the Cache River up the creek was not an easement held by the public; and so if the Cache River was to be given a new channel and outlet up Post Creek, making a new bridge necessary, compensation must be provided.

It will be noticed, first, that it is nowhere stated in the special findings that the railroad embankment or bridge

of the Michigan Central Railroad over the Little Calumet River obstructed or held back its natural flow. These special findings also show that the course of the river is reversed before and as it passes under the bridge. It is stated in paragraph 9 of the findings:

> "There are numerous railway lines other than those herein specifically mentioned (meaning the railways of the plaintiffs in error) crossing said marsh and the Little Calumet River; that the roadbeds are raised several feet above the surface level of such marsh; that in times of high water the grades and roadbeds of some of said railway lines become wet and saturated with water; that it weakens said roadbeds; that makes the cost of maintenance more expensive." (Tr., top p. 207.)

This exclusion of the railways of the plaintiffs in error further confirms the fact that they neither obstruct the natural flow of the river or cause or contribute to the marsh.

In the case of the *Sanitary District of Chicago* v. *Chicago & Alton R. R. Co.*, 108 N. E., p. 312 (Illinois, 1915), the facts were these:

The Sanitary District laid out a channel extending from a certain point on the Little Calumet River near Blue Island through a depression in the earth known as the "Sag," so as to connect the Little Calumet with the main Sanitary Canal from Chicago across the state to the Mississippi River. It is said in the opinion that "when the channel is completed it will connect Lake Michigan through the Little Calumet and Grand Calumet Rivers with the main canal of the Sanitary District."

This new canal for the Little Calumet cut the right of way of the Chicago & Alton Railroad "necessitating the construction of a bridge to carry the railroad track over said channel, and the elevation of the railroad's right of way on each side of the bridge to the grade necessary to allow the crossing of the bridge above said channel."

And the question was, who should bear the expense. The Supreme Court of Illinois held that the law of eminent domain, and not that of the police power, ruled the case; and consequently the Sanitary District must make compensation for the necessary cost of the bridge and elevation of the grade.

We submit that these cases show that this case falls on the nearer side of compensation, rather than on the further side of uncompensated obedience, because, as stated in *Hudson Water Co.* v. *McCarter,* 209 U. S., p. 349, cases of this class must each be treated in accordance with its own peculiar and distinguishing features and characteristics, and when these are ascertained then it will be determined upon which side of the line it falls.

Indiana Cases Distinguished.

Three Indiana cases are cited in the opinion of the Supreme Court of Indiana in support of the statement that the work in this case was authorized as a proper exercise of the police power of the state. These cases are:

Valparaiso v. *Haggan,* 153 Ind., p. 337.
Chicago, etc., Railroad Co. v. *Luddington,* 175 Ind., p. 35.
Chicago & Erie Railroad Co. v. *Jackson,* 176 Ind., p. 487.

It will be seen upon a careful examination of these cases that neither is like or analogous to the case at bar. Thus in the Valparaiso case a natural stream (Salt Creek) ran through the city, affording natural drainage thereof. The city established a sewerage system with its outlet in the creek. Certain persons living some miles downstream brought their bill to enjoin the city from using Salt Creek for sewage purposes, on the ground that

the pollution of the stream affected the purity of the water, caused noxious odors and otherwise injured the health and property of the plaintiffs. It appears upon reading the opinion that the State of Indiana had authorized its cities to use the natural watercourses of the state. The bill did not state that the city was acting negligently or maliciously about the work, and so the bill was dismissed.

In Luddington's case a drainage proceeding was being had under the Act of 1907, in which was included the construction of a ditch across the right of way of the railroad company. That it was in the drainage district is shown by the fact that it was assessed benefits.

In the last Indiana case cited, a drainage proceeding was being had under the Act of 1907 to drain wet lands in the locality of Jackson Creek. The facts were that in 1854 the railroad had built a fill or embankment twenty-two feet high across the valley and providing two small culverts, which were insufficient to carry off the water of the creek in time of heavy rains and causing the backwater to overflow the Village of Rich Valley and to cover the highways. In the drainage proceedings the railroad was directed to put in a new and larger culvert of a given kind and size, and one question was, who should pay for it. The court answered, the company, citing the Luddington case, which rests upon and cited the *Chicago, etc., Co.* v. *People,* 200 U. S., p. 561, and similar cases.

If the case at bar were one where the railroads were obstructing the natural flow of the stream, this case would not be here. And as these railroads do not obstruct the flow of the stream and are not benefited by the work, and are, therefore, not within the drainage district or jurisdiction of the state under the police power, but only under the power of eminent domain, these cases are here.

If opposing counsel shall say these Indiana cases do establish the right and power of the state to take unoffending private property for a public use without compensation, the answer will be, not so, because that power is denied by that provision of the Federal Constitution securing compensation as a necessary consequence of taking property under the power of eminent domain.

The Supreme Court of Indiana also cites cases from this court. It is unnecessary to point out that *Hudson Water Co.* v. *McCarter* and *New Orleans* v. *Drainage Commission* have no legal analogy to this case. Nor is it thought that the case of *Chicago, Milwaukee & St. Paul Railroad Co.* v. *Minneapolis* is so like in its distinguishing features the case at bar as to control the decision. In that case the facts were agreed upon and are set out in the State Report, 115 Minn., p. 460; 133 N. W., p. 169. It would seem that by nature two navigable lakes (Lake Calhoun and Lake of the Isles) were connected by a natural watercourse. There was a ridge of land between the lakes, upon which the railroad company made a fill and laid its tracks many years ago, providing a culvert for the stream. In time these lakes and adjoining lands were taken within the corporate limits of Minneapolis to be, and were, used as a public park. Part of the improvement consisted in straightening and widening the channel so as to provide for the passage of pleasure boats from lake to lake; and at the same time making footways along on each side of the enlarged waterway. This made a cut through the embankment of the railway necessary. In the opinion of the Supreme Court of Minnesota it is said:

> "Lake Calhoun and Lake of the Isles are public, navigable waterways and the proposed waterway connecting them will, when established, be a public navigable waterway."

And again:

> "There is between these two small lakes a small natural watercourse in which water flows from the Lake of the Isles to Lake Calhoun."

Naturally when the railroad built its embankment over this natural stream, called sometimes a thoroughfare, it was bound to notice that in time this stream might be made to facilitate navigation. Not so in the case at bar. In paragraph 17 (Tr., p. 309) the fact is stated to be as touching the Lake Shore & Michigan Southern Railway Company:

> "that at the point where said intersection is made the surface level of the canal is twenty-five to thirty feet above the surface of the water in Lake Michigan; that at the point where the Little Calumet River enters the main channel, the said proposed drain or surface level of the water in said river is about nineteen feet higher than the surface level of the water in Lake Michigan; that at the point where the channel of said proposed ditch intersects the right of way of said railroad company there is not now, and never had been, any ditch, drain or watercourse."

And as to the Chicago, Indiana & Southern Railroad Company, in paragraph 16 the fact is stated to be:

> "that the new channel will be 30.75 feet deep where it crosses the right of way, and that at the point where the channel of the said proposed ditch intersects the right of way of the said railroad company there is not now, or never has been, any ditch, drain or watercourse."

So far these cases are distinguishable in feature from the Minneapolis case. No one, in laying out and building these railroads on this ridge, would have any cause to think that the State of Indiana would sometime undertake to change the channel of the Little Calumet River across the rights of way and they must make provision therefor in the construction. And so when the Michigan Central Railroad Company built its bridge across the

river, which was at all times sufficient and in no way obstructed the fall, was it bound to assume that the State of Indiana might some time in the future turn the river backward in its course under the bridge and in order to let it down to a sufficient water level deepen the river under the bridge seven or eight feet, and so it must at the time of construction place its abutments and piers with that matter in view?

Mr. Justice Hughes in this case (232 U. S., p. 430) seemed inclined to the view that the improvement being made by the City of Minneapolis from lake to lake was a road or highway laid out in order to increase the advantages of a public park. There is no analogy here between this cut-off for diverting the course of a natural river and the laying out of a public road. Highways and drains are distinct subjects of legislation and judicature. And we venture to say that the present case is to be ruled by the law of drainage rather than by the law of roads.

Wherefore, plaintiffs in error respectfully ask that the judgment and decree entered in favor of the defendants in error be set aside, and in all things reversed; and that the opinion and judgment of the Supreme Court of Indiana in favor of defendants in error, also be set aside and in all things reversed.

ADDISON C. HARRIS and
JOHN B. PETERSON,
Attorneys for Plaintiffs in Error.

FILED
OCT 26 1916
JAMES D. MAHER
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IN THE

Supreme Court of the United States

OCTOBER TERM, A. D. 1916.

No. [redacted]87

THE LAKE SHORE & MICHIGAN SOUTHERN RAILWAY COMPANY; THE CHICAGO, INDIANA & SOUTHERN RAILROAD COMPANY; AND MICHIGAN CENTRAL RAILROAD COMPANY,
Plaintiffs in Error,

vs.

SUSAN CLOUGH; THE TOLLESTON CLUB, OF CHICAGO; CHARLES G. WICKER; GOSTLIN, MEYN & COMPANY; THOMAS E. KNOTTS; LOUIS A. BRYAN; EVVA C. BRYAN; CALUMET LAND COMPANY; SOUTH BROADWAY LAND COMPANY; JOSEPH POWERS; MARY H. WICKER; AND GARY INVESTMENT COMPANY,
Defendants in Error.

IN ERROR TO THE SUPREME COURT OF THE STATE OF INDIANA.

SUPPLEMENTAL BRIEF AND ARGUMENT FOR THE PLAINTIFFS IN ERROR.

ROBERT J. CARY,
Of Counsel for the Plaintiffs in Error.

(NORTHROP-WARREN PRINTING COMPANY, CHICAGO.)

IN THE

Supreme Court of the United States.

October Term, A. D. 1916.

No. 406.

THE LAKE SHORE & MICHIGAN SOUTHERN RAILWAY COMPANY; THE CHICAGO, INDIANA & SOUTHERN RAILROAD COMPANY; AND MICHIGAN CENTRAL RAILROAD COMPANY,

Plaintiffs in Error,

vs.

SUSAN CLOUGH; THE TOLLESTON CLUB, OF CHICAGO; CHARLES G. WICKER; GOSTLIN, MEYN & COMPANY; THOMAS E. KNOTTS; LOUIS A. BRYAN; EVVA C. BRYAN; CALUMET LAND COMPANY; SOUTH BROADWAY LAND COMPANY; JOSEPH POWERS; MARY H. WICKER; AND GARY INVESTMENT COMPANY,

Defendants in Error.

IN ERROR TO THE SUPREME COURT OF THE STATE OF INDIANA.

SUPPLEMENTAL BRIEF AND ARGUMENT FOR THE PLAINTIFFS IN ERROR.

In view of the importance of this cause, which involves issues affecting the rights and obligations of all railroad companies in the State of Indiana in respect to public drainage, it is deemed appropriate by this supplemental brief to respectfully direct the attention of this court more fully to certain legal features, which are urged by the plaintiffs in error in the brief hereby supplemented.

BRIEF.

I.

The drainage proceedings by these defendants in error against these plaintiffs in error are instituted under the Drainage Act of Indiana of 1907 (Acts, Indiana, 1907, page 508) entitled "An Act Concerning Drainage and Repealing Laws in Conflict." Under Section 21 of this act it is provided that

> "All laws and parts of laws heretofore enacted in relation to drainage are hereby repealed."

II.

Under Section 3 of this Act of 1907, it is provided that the drainage commissioners created thereunder shall

> "assess the benefits and damages, as the case may be, to each separate tract of land to be affected thereby, and to easements held by railway or other corporations, as well as to cities, towns or other public or private corporations, including any land, rights, easements or water power injuriously or beneficially affected."

III.

Under the 5th clause of Section 13 of the Act of Indiana of 1852, entitled "An Act to Provide for the Incorporation of Railroad Companies" (Section 5195, Burns' Indiana Statutes, 1914), it is provided that a railroad company shall possess the power

> "to construct its road upon or across any stream of water, watercourse, highway, railroad or canal so as not to interfere with the free use of the same, which the route of its road shall intersect, in such manner as to afford security for life and property;

but the corporation shall restore the stream or watercourse, road or highway, thus intersected, to its former state, or in a sufficient manner not to unnecessarily impair its usefulness or injure its franchises."

Substantially the same provisions are contained in Section 35 of the Act of Indiana of 1905 entitled "An Act Concerning Highways" (Acts, Indiana, 1905, page 521; Section 7683, Burns' Indiana Statutes, 1914).

IV.

The proceedings in this cause being under this Drainage Act of Indiana of 1907, which expressly repeals all laws and parts of laws theretofore enacted in relation to drainage, the rights of these plaintiffs in error in respect to damages, resulting from the drainage canal under these proceedings to be constructed, should be determined by the above quoted provisions of Section 3 of that Act, and not by the above quoted provisions of the 5th clause of the 13th section of the Railroad Incorporation Act of Indiana of 1852, or by the provisions of Section 35 of the Highway Act of Indiana of 1905.

ARGUMENT.

It is significant that the Supreme Court of Indiana, in its opinion in this cause (Transcript of Record, page 514), and in the prior decisions of that same court, bases its denial of the right of the railroad companies to damages in these drainage proceedings, not upon Section 3 of this Act of 1907 above referred to, but upon the 5th clause of Section 13 of the Act of Indiana of 1852, or upon Section 35 of the Act of Indiana of 1905 above referred to.

In *C. & E. R. R. Company* v. *Luddington*, 175 Ind., 35, 91 N. E., 939, and in *Wabash R. R. Company* v. *Jackson*, 176 Ind., 487, 95 N. E., 311, the Supreme Court of Indiana concludes that railroad companies in Indiana are not entitled to damages on account of the construction of drains across their railroads, because these railroad companies are subject, as a part of their charters, to the provisions of the 5th clause of Section 13 of the Act of Indiana of 1852, which is held to constitute a police power regulation by the State of Indiana of railroads which cross drains. These decisions also hold that the general police power of the state is the same, without reference to these specific statutory provisions, although these decisions are based primarily upon these statutory provisions.

It is respectfully urged that, while it need not be denied that, where a railroad crosses a public highway, the charter restrictions of a railroad company in Indiana, as defined in the General Railroad Incorporation Act of 1852 and the Highway Act of 1905 above referred to, are to-day as they were when those Acts were enacted, nevertheless, where a drainage improvement in Indiana is sought to be accomplished under the Drainage Act of 1907, the restrictions upon and rights of a railroad com-

pany in respect to damages are controlled by this Act of 1907, and not by these prior Acts, nor by the prior broad rule of police power, as announced in these Indiana decisions, existing prior to this Act of 1907. In short, the unlimited reservation of police power by the State, as expressed in these prior statutes or under the prior common law of the State, is, by this Drainage Act of 1907, modified by the express provisions for damages to the easements of railroad companies where drainage proceedings under this Act of 1907 are instituted. *To hold that the right of railroad companies to damages is, since the enactment of this Act of* 1907, *absolutely unchanged and that it is still governed by the legislative and common law restrictions in Indiana prevailing prior to this act, amounts to a total disregard of the express provisions of Section* 3 *of this Act of* 1907, *above quoted.*

It is manifest that the Legislature of Indiana, in modifying the broad rule of police power in respect to railroad companies where drainage proceedings under the Act of 1907 are involved, was actuated by appropriate and substantial reasons. In *C. I. & W. Ry. Company* v. *Connersville,* 170 Ind., 316, 83 N. E., 503, affirmed by the Supreme Court of the United States in 218 U. S., 336, where the Supreme Court of Indiana holds that a railroad company in Indiana is not entitled to damages when a public highway is constructed across its railroad, the court very fully and clearly analyzes the reasons why a railroad company in this respect should be subject to the police power and without compensation. As pointed out in that decision, where a railroad crosses a highway, the safety and welfare of the public using that highway is directly involved and entitled to protection at that crossing; and the property of the railroad company at that crossing must therefore be constructed and operated so

as to ensure the safety and welfare of the public using that crossing. It is, however, manifest that, where a drainage canal which is not used nor contemplated to be used as a highway, is constructed across the railroad, no question of the safety or welfare of the public at that crossing is involved. It seems entirely just to assume that the Legislature of Indiana, in creating a right of damages to railroad easements in the case of drainage canals constructed under this Drainage Act of 1907, was actuated by these reasons; and that the Legislature concluded either that, as contended by these plaintiffs in error, the principle of police power regulation is not applicable as in the case of highway crossings, or that, if applicable at all, it is so remotely applicable that the Legislature is justified in allowing to railroad easements damages fully and equally with the damages allowable to other persons and corporations. It is extremely significant, in confirmation of these conclusions, that when the Legislature of Indiana passed in 1905 this "Act Concerning Highways," the provisions of the 5th clause of Section 13 of this Railroad Incorporation Act of 1852, above quoted, were re-enacted, but when the Legislature of Indiana passed in 1907 this "Act Concerning Drainage and Repealing Laws in Conflict," it did not re-enact the provisions of this 5th clause of Section 13 of this Railroad Incorporation Act of 1852, but, on the contrary, made express provision for damages to railroad easements, and expressly repealed laws and parts of laws theretofore enacted in relation to drainage.

It is therefore respectfully urged that the Supreme Court of Indiana in this cause, in enforcing without modification against these plaintiffs in error the principles of police power regulation as expressed in the provisions of the Railroad Incorporation Act of 1852 and the Highway Act of 1905 above referred to, is wholly

disregarding the provisions of Section 3 of this Drainage Act of 1907, under which the drainage proceedings in this cause were instituted and have been conducted; that, if any damages, as expressly provided by this Act of 1907, to railroad easements may ever be appropriately and properly allowed, such damages should be allowed to these plaintiffs in error in this cause where the railroads of two of these plaintiffs in error, The Lake Shore & Michigan Southern Railway Company and the Chicago, Indiana & Southern Railroad Company, are entirely detached from and unaffected by, and do not in anywise affect, the territory by these drainage proceedings contemplated to be improved in the interests of public welfare; and that, therefore, the courts of Indiana in this cause, in refusing to permit the introduction of any proof by these plaintiffs in error or the allowance of any damages to these plaintiffs in error, are denying to these plaintiffs in error the equal protection of the law, and are taking the property of these plaintiffs in error without due process of law, in violation of the Fourteenth Amendment of the Constitution of the United States.

Respectfully submitted,

ROBERT J. CAREY,

Of Counsel for the Plaintiffs in Error.

IN THE

Supreme Court of the United States

OCTOBER TERM, A. D. 1916.

No. 87.

THE LAKE SHORE & MICHIGAN SOUTHERN RAILWAY COMPANY, THE CHICAGO, INDIANA AND SOUTHERN RAILROAD COMPANY, and MICHIGAN CENTRAL RAILROAD COMPANY,

Plaintiffs in Error,

vs.

SUSAN CLOUGH, THE TOLLESTON CLUB OF CHICAGO, CHARLES G. WICKER, GOSTLIN, MEYN & COMPANY, THOMAS E. KNOTTS, LOUIS A. BRYAN, EVVA C. BRYAN, CALUMET LAND COMPANY, SOUTH BROADWAY LAND COMPANY, JOSEPH POWERS, MARY H. WICKER, and GARY INVESTMENT COMPANY,

Defendants in Error.

In Error to the Supreme Court of the State of Indiana.

SUPPLEMENTAL BRIEF OF DEFENDANTS IN ERROR.

FURTHER STATEMENT OF FACTS.

The Chicago, Indiana and Southern Railroad Company, in addition to its eighth verified ground of remonstrance, consisting of the general allegation that the damages to its right of way are inadequate, made the following as its ninth ground of remonstrance:

> "That the damages assessed in favor of this remonstrant to its right of way in Section 36, Township 37, Range 7, in Porter County, Indi-

ana, *are inadequate in this:* that the construction of said proposed ditch will result in cutting a great canal through remonstrant's right of way, where it now maintains its main tracks of railroad, 190 feet wide on top, 70 feet wide on bottom, and 30 feet deep, that the land where said ditch will cross right of way is loose sand and will cave in and run while the excavating is being done and in order to construct a ditch of the depth required the top thereof will be at least 190 feet wide, requiring a bridge over the same at least 190 feet long, which will cost, for construction, the sum of $131,000, and a capitalization of $80,000 for its maintenance, that remonstrant will be required to detour its trains during the construction of said bridge for a period of 365 days, which will cost the remonstrant the sum of $2,500, and remonstrant will suffer other damages on account of the taking and appropriating the right of way, interruption and loss of its business in the sum of $10,000. Wherefore, it will suffer damages, by reason of the location and construction of said ditch in the aggregate sum of $223,500, that where said ditch will cross said right of way no bridge is now required, the superstructure of its railroad being a solid embankment." (Printed Rec., 275.)

The remonstrance concludes thus:

"Wherefore, said remonstrant prays the court that * * * it be allowed as damages the cost and maintenance of said bridge, and that damages awarded it on account of injury to its right of way in Section 36, Township 37, Range 7, Porter County, Indiana, *be increased in all to the sum of $223,500,* and ordered paid to it as provided by law, and for all other proper relief." (Printed Rec., 276.)

The Lake Shore and Michigan Southern Railway

Company, in additon to its seventh verified ground of remonstrance, consisting of the general allegation that the damages to its right of way are inadequate, made the following its eighth ground of remonstrance:

> "That the damages assessed in favor of this remonstrant to its right of way in Section 36, Township 37, Range 7, in Porter County, Indiana, *are inadequate in this:* That the construction of said proposed ditch will result in cutting a great canal through remonstrant's right of way, where it now maintains two main tracks 210 feet wide at top and 70 feet wide on the bottom, and 34 feet deep; that the land where said ditch will cross said right of way is lose sand and will cave in and run while the excavating is being done, and in order to construct a ditch of the depth required the top will be at least 210 feet wide, requiring a bridge over the same at least 210 feet long, which will cost, for the construction, the sum of $150,000, and a capitalization of $80,000 for its maintenance, and this remonstrant will be required to detour its trains during the construction of said bridge for a period of 365 days, which will cost the remonstrant the sum of $3,000, and remonstrant will suffer other damages on account of the taking and appropriating portions of its right of way, of interruption and loss of its business in the sum of $10,000; wherefore, it will suffer damages by reason of location and construction of said ditch in the aggregate sum of $243,000, that where said ditch will cross said right of way no bridge is now required, the superstructure being a solid embankment." (Printed Rec., 285.)

The remonstrance concludes thus:

> "Wherefore said remonstrant prays the court that * * * the damages awarded it on account of injury to its right of way in Section

36, Township 37, Range 7, Porter County, Indiana, *be increased to $243,000,* and for all other proper relief." (Printed Rec., 285.)

There was no award of damages in the report of the Commissioners as to the Michigan Central Railroad Company, but it remonstrated for damages. (Printed Rec., 277.)

The Supreme Court of Indiana, after stating that the plaintiffs in error remonstrated on the grounds provided for in Section 4 of the Drainage Act, uses this language:

> "The ninth cause of remonstrance of the Chicago, Indiana and Southern Ry. Co. set forth that the construction of the ditch across its railroad, 70 feet wide at the bottom and 30 feet deep, would require this appellant to bridge the same at a cost of $131,000. The eighth cause of remonstrance of the Michigan Central Railroad Company set forth that the construction of the ditch under its bridge would require the same to be taken down and new abutments constructed, which would cost the sum of $63,700. The eighth cause of remonstrance of the Lake Shore and Michigan Southern R. R. Co. set out that the ditch proposed across its tracks would be 70 feet wide at the bottom, 34 feet deep and 210 feet wide at the top; that it would be required to construct a double tracked bridge thereover at a cost of $150,000. The prayer of each remonstrator was that the proceedings be dismissed; and if not, *then that the remonstrators be allowed damages, incident to and necessary in the matter of the bridges as aforesaid.*" (Printed Rec., 511.)

POINTS AND AUTHORITIES.

I.

ninth specification of the Chicago, Indiana and Southern Railroad Company's verified remonstrance, and the eighth specification of the Lake Shore & Michigan Southern Railway Company's verified remonstrance, each respectively constituted an enumeration of the items of asserted damages, and, when taken in connection with the prayer for relief, wherein the remonstrator asks that the damages awarded be increased to a certain sum, that sum being the total of the amounts specified in the preceding specification of each of the remonstrators, leads to the inference that such specification of damages constituted the entire damage and was, in effect, an admission, owing to a failure to make claim for it, that the easement was not injured.

II.

While a party may with safety adopt the statutory form, yet if he adds to it specific facts, exhibiting the nature of his asserted claim, he must state such facts as show that his claim rests on substantial grounds.

Reynolds v. *Copeland,* 71 Ind., 422, 424.

III.

When the specific allegations of fact contradict the general allegations, the specific allegations control.

Cleveland, etc., R. Co. v. *Cyr,* 43 Ind. App., 19, 21.

IV.

A party who has failed to assert a claim, in circumstances fairly calling on him so to do, impliedly admits that such claim was without basis.

Chamberlayne, Mod. Law of Ev., Sec. 1395.

V.

A party may show that his adversary who now claims a certain right has in the past done acts inconsistent with the actual existence of such right as is now set up, and that he has failed to assert his claim on occasions when such a course would be proper.

Chamberlayne, Mod. Law of Ev., Sec. 1395.

VI.

Admissions of parties in pleadings are denominated solemn admissions, or admissions *in judico*, and may be considered by the court without being introduced in evidence.

New Albany, etc., R. Co. v. *Stallcup*, 62 Ind., 345.

Colter v. *Calloway*, 68 Ind., 219, 223.

VII.

The language of the Supreme Court of Indiana (Rec., 511) shows that that court, in view of the specific claims set forth in each of the remonstrances and the pryaer thereof, considered the question sought to be presented as a question as to the rights of the remonstrators to be *"allowed damages incident to and necessary in the matter of the bridges,"*

and the subsequent language of the court is therefore to be treated as having reference to such damages.

VIII.

If on the trial the plaintiffs in error had desired an award of damages for injury to easements, they should have offered evidence going to segregate their damages, if any, in that particular, and if necessary they should, *in limine*, have called the attention of the court to the matter. Nothing was done in respect thereto "which would show that counsel for the plaintiff in error had any such objection in mind, and he cannot argue an objection here which was never taken in the trial court."

Mercantile Trust Co. v. *Hensey*, 205 U. S., 298; 51 Law Ed., 811, 814.

IX.

"It is part of the duty of a plaintiff in error affirmatively to show that error was committed. Error is not to be presumed, and will not be inferred from a doubtful statement in the record."

Mercantile Trust Co. v. *Hensey*, 205 U. S., 298; 51 Law Ed., 811, 814.

Bear Lake, etc., Co. v. *Garland*, 164 U. S., 1; 41 Law Ed., 327, 336.

Rogers v. *Schooner S. B. Wheeler*, 20 Wall., 385; 22 Law Ed., 385.

X.

Plaintiffs in error, being under a statutory as well as a charter obligation, to build their own bridges, and that being the subject-matter of their contentions in the trial court and in the Supreme Court of Indiana, the latter court correctly announced as a proposition of law that the taking (having reference to the occasioning the necessity of building bridges) was by virtue of the police power.

XI.

Why should this court, sitting two removes from the trial court, consider any narrow question of inferences to be drawn from evidence, where the complaining parties have "carefully, cautiously and designedly refrained from shedding any light thereon or offering any evidence in regard thereto"?

Pacific Coast S. S. Co. v. *Bancroft Whitney Co.*, 94 Fed., 180, 199.

Turner v. *New York*, 168 U. S., 90; 42 Law Ed., 392, 394.

XII.

The record before the court does not show that the report of the drainage commissioners was introduced in evidence. The statute (Acts 1907, p. 533) provides, "The reports of the drainage commissioners shall be *prima facie* evidence of the facts stated in such reports." This does not make the document, *ex proprio vigore*, evidence in the case. Under this statute it is a practice repeatedly recognized by the Supreme Court of Indiana as proper to introduce the report in evidence, for otherwise it

stands as a mere matter of opinion on the part of the drainage commissioners.

Wilson v. *Tevis* (Ind. Sup.), 111 N. E., 181, 183.
Katterhenry v. *Arensman*, 183 Ind., 347, 353.
Shields v. *Pyles*, 180 Ind., 71, 80.
Seybold v. *Rehwald*, 177 Ind., 301, 310.
Zehner v. *Milner*, 172 Ind., 493, 501.
Bohr v. *Neuenschwander*, 120 Ind., 449.

And see:

McKaig v. *Jordan*, 172 Ind., 84, 88.

Respectfully submitted.

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IN THE

Supreme Court of the United States

OCTOBER TERM, A. D. 1916.

No. 87.

THE LAKE SHORE & MICHIGAN SOUTHERN RAILWAY COMPANY, THE CHICAGO, INDIANA AND SOUTHERN RAILROAD COMPANY, and MICHIGAN CENTRAL RAILROAD COMPANY,

Plaintiffs in Error,

vs.

SUSAN CLOUGH, THE TOLLESTON CLUB OF CHICAGO, CHARLES G. WICKER, GOSTLIN, MEYN & COMPANY, THOMAS E. KNOTTS, LOUIS A. BRYAN, EVVA C. BRYAN, CALUMET LAND COMPANY, SOUTH BROADWAY LAND COMPANY, JOSEPH POWERS, MARY H. WICKER, and GARY INVESTMENT COMPANY,

Defendants in Error.

In Error to the Supreme Court of the State of Indiana.

BRIEF AND ARGUMENT FOR DEFENDANTS IN ERROR.

PARTIAL STATEMENT OF FACTS.

Plaintiffs in error, at pages 10 to 25 of their brief, set forth in full the twenty findings of fact made by the trial court. These should be consulted for a full and correct understanding of the facts.

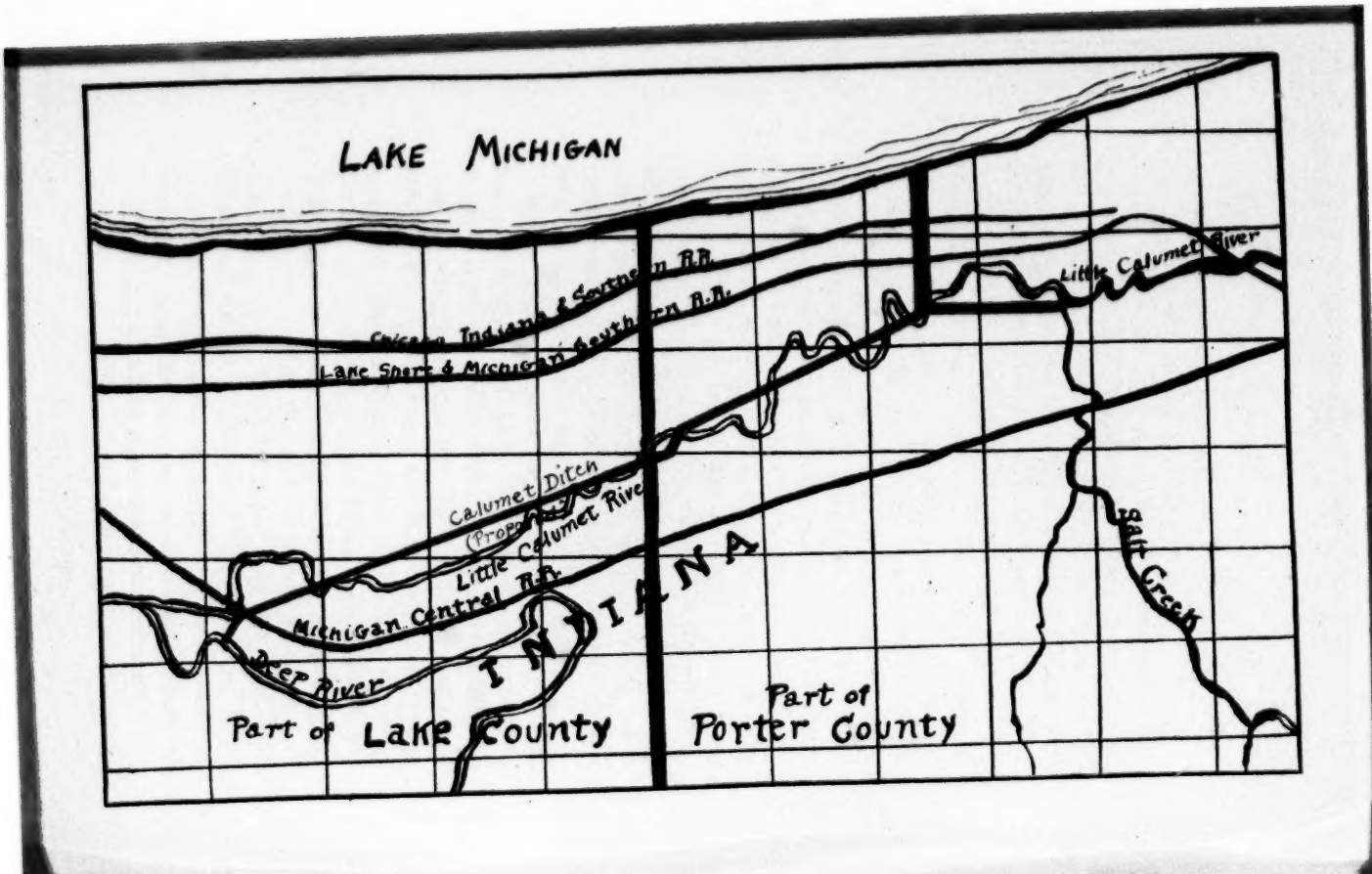
Plaintiffs in error, on page 3 of brief, give the area of the watershed to be drained as 350,000 square miles, whereas it is 350 square miles. (Printed Tr., 302.) They also say, on page 3 of their brief, that the marsh to be drained contains 13,000 acres, whereas it contains 14,000 acres. (Tr., 306.)

We call attention especially to a few facts which

reveal features not brought out, very clearly, in the statement made by plaintiffs in error.

The source of the Little Calumet river is in La-Porte County, Indiana, it runs westerly parallel with the south shore of Lake Michigan across Porter and Lake Counties, enters the State of Illinois and flows thence westerly and northerly into the Big Grand Calumet river, which river empties into Lake Michigan at South Chicago. The Little Calumet river, where it crosses the west half of Porter county, and the full width of Lake County, is skirted by a marsh averaging from a mile to a mile and a half in width. Between the valley of this river and Lake Michigan there is a long narrow ridge of land about thirty (30) feet above the level of Lake Michigan, and about ten (10) feet above the Little Calumet river. This ridge is one and two-tenths (1.2) miles wide at the point where it is crossed by the proposed ditch. This river has no tributaries from the north, and none from the south west of Deep river, hereinafter mentioned, until the Hart ditch is reached, which is in the western part of Lake County.

By the proposed drain, a cut is made beginning at the south shore of Lake Michigan and extending thence south 1.2 miles across said narrow ridge of land to intersect the Little Calumet river and thereby divert its head waters, out of their natural course, and into Lake Michigan, thus furnishing an outlet for all of the head waters of said river into Lake Michigan. In its natural course, the waters of the river must travel through a winding, inadequate channel a distance of 54 miles into the same lake. That part of the ditch extending from the Little Calumet river to Lake Michigan will be 70 feet wide on the bottom, and in some of the widest places 200 feet wide on top, and more than 30 feet deep.


LAKE MICHIGAN
Chicago Indiana & Southern R.R.
Lake Shore & Michigan Southern R.R.
Little Calumet River
Calumet Ditch
(Proposed)
Little Calumet River
Michigan Central R.R.
Deep River
INDIANA
Salt Creek
Part of Lake County
Part of Porter County

There are two arms of said ditch; one extends easterly to Salt creek and the other westerly following the course of the Little Calumet river, passing under the Michigan Central railroad bridge and intersecting Deep river about four and three-quarters miles west of Porter County. The purpose of said arms is to conduct the water from both directions into the outlet into Lake Michigan.

The proposed work will improve the public health. It will benefit public highways in Calumet Township, North Township, Town of East Gary, streets and highways in the City of Gary, highways in Portage and Westchester Townships and will be of public utility. At least one large city, that of Gary, is within the district to be drained, and marsh extends through North Township in Lake County, which contains three large cities, Hammond, East Chicago and Whiting.

The bridges to be constructed by said plaintiffs in error, Lake Shore & Michigan Southern Railway Company and Chicago, Indiana & Southern Railway Company, are to have 86 foot clear spans. The channel of the river under the bridge of the plaintiff in error, Michigan Central Railroad Company, will be deepened about 7 or 8 feet, which will necessitate the rebuilding of the abutments and piers upon which the bridge rests.

Said plaintiffs in error are not charged with any of the cost of the construction of said ditch or the removal of the dirt necessary for the passage of the water through the rights of way of said railways.

The following map is drawn for the purpose of merely showing the location of said plaintiffs in error's railways to the line of the proposed ditch and the Little Calumet river, and the general direction the lines of the proposed ditch take, as set forth in the statement of facts.

The Issues.

The plaintiffs in error, by their respective remonstrances, claim damages to their rights of way, for the cost of construction of new bridges, for the expense of detouring trains and for the capitalization and maintenance of bridges, etc. (Printed Tr., pp. 275, 280 and 285.)

Numerous land owners assessed with benefits filed statutory remonstrances against awards of damages by the Commissioners to the plaintiffs in error, Lake Shore & Michigan Southern Railway Company and Chicago, Indiana & Southern Railroad Company (none having been awarded the Michigan Central Railroad Company), on the ground that the damages awarded them by the Commissioners in the report were excessive and unauthorized by law, and insisted that said damages should be disallowed. (Printed Tr., pp. 268, 270, 287, 288, 292 and 297.)

It will, therefore, be seen that the question of damages of the plaintiffs in error was put in issue by them respectively by affirmative grounds of remonstrance and that the question was tried out. The burden of that issue rested upon plaintiffs in error under their affirmative claims of damages in their respective remonstrances, and the only evidence any of them sought to introduce to support the issue thus made was that of actual cost of the construction of new bridges. They did not offer or attempt to prove any damage to their rights of way or easements, and on that issue they failed in their proof. (Printed Tr., pp. 355, 359, 385 and 386.)

We call attention to the fact that the extravagant

sums of money that plaintiffs in error contended would be necessary to cover the cost of the building of bridges were simply statements of counsel in offers to prove damages, and that there was no evidence actually introduced to show what the cost of bridges would be. Defendants in error showed that each of the crossings was at a right angle of a railroad right of way one hundred feet wide; that not more than two tracks would be crossed in any instance, and that the companies had no other lands or easements except their said rights of way. (Printed Tr., p. 355 *et seq.*)

DECISION OF THE SUPREME COURT OF INDIANA

IN THE CASE OF

LAKE SHORE AND MICHIGAN SOUTHERN RAILWAY COMPANY ET AL. VS. SUSAN CLOUGH ET AL.

Appealed from the Porter Circuit Court.

Come the parties by their attorneys, and the court being sufficiently advised in the premises, gives its opinion and judgment as follows, pronounced by ERWIN, J.:

This is a proceeding brought by appellees, by petition filed in the Circuit Court of Porter County, in which it is sought to change the course of the Little Calumet river, and make a cut off from the line of said river, as it now runs, so as to run in a northerly direction into Lake Michigan, across a high ridge of land, on which are situated appellants' right of ways, and make a drain in some places two hundred feet wide at the top and more than thirty feet deep.

To this petition a demurrer was filed by each of the appellants, on the grounds: 1. That the same does not state facts sufficient to constitute a sufficient petition in the drainage proceeding. 2. That all the lands to be affected are not described in forty-acre tracts. 3. That all the lands to be affected are not described in said petition.

The demurrers were overruled and exceptions saved. Subsequently the petition was referred to the Drainage Commissioners of Porter County, and A. P. Milton of Lake County. At the March term

following the Commissioners made and filed their report.

In the report of the Commissioners they established, in addition to the drain prayed for in the petition, certain arms, or lateral drains, one the Salt Creek arm, and the other the Gary arm. After the report was filed, each of the appellees filed remonstrances. At the October term of 1909 the cause came on for trial, when it was discovered that by including the "Gary Arm" it would make the greater length of the drain in Lake County; whereupon the appellants and each of them moved the court to dismiss the petition on the grounds that the jurisdiction of the drain was in Lake County and the Porter Circuit Court had no jurisdiction. The court, pending the motion to dismiss, and on motion of petitioners, permitted the Commissioners to make such amendments to their report as would exclude the "Gary Arm" and thus leave the greater portion of the ditch in Porter County, and directed the Commissioners to make reports at the following December term of the court, to which ruling appellants each reserved an exception.

At the December term the Commissioners, pursuant to the order of the court, made a report in which the proposed drain was left at 22,300 feet in Lake County and 29,650 feet in Porter County. In this second report damages were awarded to the appellants, as follows: To the Chicago, Indiana and Southern Ry. Co. $17,000; to the Lake Shore and Michigan So. Ry. Co. $35,000.

To this report the several appellants filed remonstrances, each setting forth substantially the

same grounds, being those provided in Section 4 of the Drainage Act of 1907, and in addition to the several causes of remonstrances, they set forth the proceeding and order of the court in referring the report back to the Commissioners for correction.

The ninth cause of remonstrance of the Chicago, Indiana and Southern Ry. Co. set forth that the construction of the ditch across its railroad 70 feet wide at the bottom and 30 feet deep would require this appellant to bridge the same at a cost of $131,000.

The eighth cause of remonstrance of the Michigan Central Railroad Company set forth that the construction of the ditch under its bridge would require the same to be taken down and new abutments constructed, which would cost the sum of $63,700.

The eighth cause of remonstrance of the Lake Shore and Michigan Southern R. R. Co. set out that the ditch proposed across its tracks would be 70 feet wide at the bottom, 34 feet deep and 210 feet wide at the top; that it would be required to construct a double tracked bridge thereover at a cost of $150,000. The prayer of each remonstrator was that the proceedings be dismissed; and if not, then that the remonstrators be allowed damages, incident to and necessary in the matter of the bridges, as aforesaid.

A trial was had, and upon timely request by appellants the court made special findings of facts and stated its conclusions of law thereon.

The decree established the work and provided for its construction. At the same time the court struck from the Commissioners' report the several allowances of damages consequent upon the construction

of the work and rendered judgment against each appellant.

The court found the facts to be that the Calumet River would, by said proposed work, be changed from its present course so as to run northerly into Lake Michigan; that between the river and Lake Michigan there is a ridge of sandy land, averaging about thirty feet above the level of the lake and about ten feet above the river valley; that the said ridge is a little more than a mile wide; that the total area to be drained by the proposed ditch will be three hundred fifty square miles; that the petitioners are the owners of lands which they desire to drain; that the lands lie outside the corporate limits of any city or town; that the same cannot be drained without affecting the lands of others; that each tract will be benefited by the proposed drain. Then follows a description of the proposed drain by courses and distances, and of each arm, with the length of the drain in each county through which it runs; that many years ago the Lake Shore and Michigan Southern had constructed along said ridge between the river and the lake a double track railroad and are still operating said road; that the Chicago, Indiana and Southern also own and maintain a single track line of road upon said ridge parallel with the Lake Shore road; that the cost of construction of said drain is $314,398.98; and that the benefits are $335,264.69; that the proposed work will improve public highways, benefit the public health and will be of public utility; that it will be sufficient to properly drain the lands affected; that the Chicago, Indiana and Southern own its right of way 100 feet

wide; that the proposed drain will cross the right of ways of the appellants at right angle; that it will be necessary for each of appellants to construct new bridges across the proposed drain; that a bridge at least 86 feet long will be required by the appellants; that there is not now and never has been any ditch, drain or water course where the proposed drain crosses the Lake Shore and Michigan Southern and Michigan Central Roads; that appellants have no other real estate in said counties benefited or damaged by said proposed drain.

Upon the foregoing facts the court stated the law to be, that the appellants should not be charged with benefits for the right of way, and that said appellants are not entitled to recover any damages by reason of the construction of the proposed work; that the work is of public utility and should be constructed.

To each of the conclusions of law the appellants jointly and severally excepted.

The questions presented by the record in this case are: 1. Error in overruling appellants' demurrers. 2. Error in overruling appellants' motion to dismiss. 3. That the Calumet river being an interstate stream, the Porter Circuit Court had no jurisdiction over its course. 4. Appellants' railways not being within the drainage district are not subject to the police power of the state. 5. That the power to cut the ditch across appellants' right of way is referable to the Eminent Domain power and not the police power. 6. That the drainage act of 1907, Sec. 6142 *et seq.*, Burns' 1908, is unconstitutional and void in that it allows the assessment of

damages to Lake County for injuries to bridges; to other corporations and persons for injuries to their property, while denying the same to appellants, and is in conflict with the fourteenth amendment to the Federal Constitution.

It is contended by appellants that the petition is insufficient for the reason that it does not comply with the statutes as to the description of the lands alleged to be affected by the proposed drainage and does not describe the land in forty acre tracts. While the petition might have been drawn more artistically and certain, yet as the law pertaining to drainage must be liberally construed to affect the ends sought we are of the opinion that the petition meets all the requirements of the statutes and is sufficient to withstand demurrer. Burns' 1908, Sec. 6148; *Stevens* v. *Templeton,* 170 Ind., 248-251; *Righter* v. *Keaton,* 170 Ind., 461-466; *Osborn* v. *Maxinkuck, etc.,* 154 Ind., 101-106; *Rodgers* v. *Voorhees,* 124 Ind., 469; *Hick* v. *Voight,* 110 Ind., 279-282.

No exact certainty is required in this form of pleading in a ditch proceeding. If it contains the allegation required by the statute it will be deemed sufficient. Burns' 1908, Sec. 6141; *Shields* v. *McMahan,* 101 Ind., 591; *Heick* v. *Voight,* 100 Ind., 279.

The second proposition presented is based upon the trial court's refusal to dismiss the petition on the grounds that the report of the commissioners to whom the matter has been referred, showed that they had, in laying out the drain, provided for certain arms, to the drain, as described in the petition as originally filed; thus making the greater length of the drain, including laterals, in Lake County, and

that by so doing the Porter Circuit Court had been ousted of its jurisdiction.

It is not contended that the Porter Circuit Court had jurisdiction in drainage proceedings, nor do appellants contend that anything in the petition as originally filed deprives the Porter Circuit Court of jurisdiction in this particular matter.

Where the subject matter of any suit is situated in two or more counties, the court which first takes jurisdiction shall retain the same.

Burns' 1908, Sec. 1438.
Hart v. *Scott*, 168 Ind., 530.

There is reason for the rule in this kind of a proceeding. The petition filed in this case showed the greater length of the proposed drain in Porter County, and gave that court jurisdiction to act, which it did in appointing the Commissioners. These Commissioners, in addition to the drain as described in the petition added thereto certain other lateral drains which made the greater length in Lake County. Now suppose the petitioners had filed their petition in Lake County and in their petition had included the several arms, but when the Commissioners undertook to lay out and establish the drain, they found that it would be impracticable to include the several proposed arms, and by excluding them, the greater length of the drain would be in Porter County, then upon appellants' theory, a motion being made to dismiss, the cause had been dismissed and transferred to Porter County and new Commissioners had been appointed, who did what the Commissioners in this case did, the

jurisdiction of the case would be made to depend upon the action of the Commissioners, and their judgment as to what should or should not be included in the system of drainage, in the way of lateral drains.

The jurisdiction of the subject matter of any controversy in any court must be determined in the first instance by the petition or complaint, and where once rightfully acquired cannot be taken away by the bare fact that the Commissioners added to the drain as originally prayed for, some addition or lateral drains, this would not oust the jurisdiction of the court as to the drain mentioned in the petition and would be no grounds for dismissing the whole proceedings.

The court trying this case permitted the amendment of the report of the Commissioners so as to cut off a part of the arms of the drain in Lake County, and as finally tried and disposed of as shown by the finding of facts, had its greater length in Porter County.

It is next contended by appellants that the Porter Circuit Court had no authority to divert the course of the Calumet River, as the same was an interstate stream.

In all the cases cited by appellants on this proposition some questions of interstate rights were involved, or at least an individual right presented by some party affected.

We do not understand that remonstrators are permitted to complain of any action of the court in any matter which does not interfere with their own rights, or in any way affect them.

Unless the party is aggrieved by the judgment of

the court he has no standing in his appeal, however much it may affect others.

McFarland et al. v. *Pierce et al.*, 151 Ind., 546-548.

Marshall v. *Watson*, 171 Ind., 238.

It is further contended by appellants that as the line of their easements are not within the proposed drainage district, they are not subject to the police power of the State, but the matter is referable to the Eminent Domain power, and that appellants are entitled to damages for the construction of bridges occasioned by the drain.

This is not a new question in Indiana. It has been decided by this court that the construction of drains and highways and the taking of property for such purposes is within the police power of the State.

Cincinnati, etc., R. Co. v. *Connersville*, 170 Ind., 316; Affirmed by Supreme Court, 218 U. S., 336.

Chicago & E. R. Co. v. *Jackson et al.*, 176 Ind., 487.

Valparaiso v. *Heggan*, 153 Ind., 337.

P., C., C. & St. L. v. *Gregg*, 102 N. E., 961.

To the same effect see

Hudson, etc., Co. v. *McArthur*, 209 U. S., 349.

New Orleans, etc., Co. v. *Drainage Comm.*, 198 U. S., 453.

City of Minneapolis v. *St. Paul, etc., Co.*, 98 Minn., 380; 28 L. R. A. (N. S.), 298.

Chicago, Milwaukee & St. Paul R. Co. v. *City of Minneapolis*, 232 Sup. Ct. Rep (U. S.), page 430, decided Feb'y 24, 1914

In the recent cases of *Chicago, etc., R. Co.* v. *Luddington,* 175 Ind., 35, and *Wabash R. Co.* v. *Jackson, supra,* the exact question here presented was decided by this court adversely to appellants' contention, holding that the same rule applied to the construction of drains, as that of highways.

In each of those cases the authorities on the subject of the right to have damages awarded have been fully collated, and commented upon, and support the judgment in this case. These decisions are in line with *State ex rel.* v. *St. Paul, etc., R. Co.,* 98 Minn., *supra,* cited with approval by the Supreme Court of the United States in *C., M. & St. P. R. Co.* v. *City of Minneapolis, supra.*

In the last case cited the question arose whether the railroad company was entitled to compensation for the cost of erecting and maintaining a bridge across a gap in the right of way, made by building a canal connecting two lakes on opposite sides of said right of way; the court holding that it was not entitled to recover and that the taking without compensation was not in violation of the Federal Constitution. It might, therefore, follow that the act of March 11, 1907, being Section 6140, *et seq.,* is not in conflict with the fourteenth amendment to the Federal Constitution.

What we have heretofore said in this opinion disposes of the questions presented by the motion for a new trial.

Judgment affirmed.

It was stipulated that each of the plaintiffs in error were railroads, organized, operating and existing under the statute of Indiana which went into

force on May 6, 1853, concerning railroads, and was then published in the Revised Statutes of 1852 at p. 449, and the amendments thereto. (Printed Tr., p. 355.)

STATUTORY ENACTMENTS OF THE STATE OF INDIANA.

In addition to the summary of the Drainage Law set forth in briefs of plaintiffs in error, we call attention to the following provisions of the Drainage Act, being part of Sec. 6142 of Burns' Revised Statutes of Indiana, 1914, the same being part of the Drainage Act passed in 1907, which read as follows:

> "But if they [the Drainage Commissioners] find otherwise they shall proceed and definitely determine the best and cheapest method of drainage, the termini and route, location and character of the proposed work, and fix the same by metes and bounds, courses and distance and description, including grades and bench marks, including all necessary arms, estimate the cost thereof, divide the drain or ditch into sections not more than one hundred feet in length, and compute and set out the number of cubic yards of excavation in each section, assess the benefits or damages as the case may be to each separate tract of land to be affected thereby, and to easements held by railway or other corporations, as well as to cities, towns, or other public or private corporations, including any land rights, easements or water power injuriously or beneficially affected, and to make report to the court, under oath, as directed: Provided, also, that when any ditch, drain or levee runs into another county than the one where such proceeding therefor as aforesaid are instituted, no bridge, culvert or road in such other county shall be destroyed, injured or interfered with, unless the damage to be occasioned thereby to such bridge,

culvert or road has been considered, estimated and assessed by the said Drainage Commissioners and the payment of such damages to such county provided for by assessing the same pro rata as other damages are assessed. The Drainage Commissioners, in locating the line or lines of work of drainage, may vary from the line described in the petition as they deem best, and may fix the beginning or outlet so as to secure the best results; they may run the line so as to avoid all injury possible to lands, easements or public grounds and so as to benefit public highways, streets or alleys, by using the earth excavated for roadbeds, or in any other way they deem best: Provided, that in no case shall they change or construct the work as to sacrifice the best interests of such work or drainage. They may determine that the method of drainage shall be by removing obstructions from a natural or artificial watercourse; or diverting such watercourse from its channel, by deepening, widening or changing the channel of such watercourse; by constructing an artificial channel, with or without arms or branches; by providing that said work may be the tiling of an already existing public open drain or tiling an already existing public open drain and constructing as a part of said work a new drain; by providing that such drain shall be open or tiled and covered, or partly open and partly tiled and dug by shovel, dredge or otherwise; by constructing levees or dykes; or by any or all of such methods combined."

In Sec. 6143 of said statute above referred to parties named in the drainage report as benefited or damaged are given the right to remonstrate on the ground that damages assessed to any specified tract of land are exorbitant, that the damages awarded to the remonstrator complaining are inadequate and

on the ground that the remonstrator will be damaged by the construction of the proposed work. Provision is then made for a trial on the issues thus tendered by the court and for the entry of a finding and judgment, in accordance with the rights of the parties.

Subdivision 5 of Sec. 13 of the General Railway Act of May 6, 1853, now known as Sec. 5195 Burns' Revised Statute of 1914, which is the act under which plaintiffs in error hold their charter rights from the State of Indiana, reads as follows:

> "To construct its road upon or across any stream of water, watercourse, road, highway, railroad or canal, so as not to interfere with the free use of the same, which the route of its road shall intersect, in such manner as to afford security for life and property; but the corporation shall restore the stream or watercourse, road or highway, thus intersected, to its former state, or in a sufficient manner not to unnecessarily impair its usefulness or injure its franchises."

Sec. 7683 of Burns' Revised Statutes of Indiana for 1914, the same being Sec. 35 of the Act of the General Assembly of Indiana for 1905, p. 521, contains the following provision:

> "Every steam or electric railroad company shall have the right to construct its railroad across any stream, watercourse, road, highway, railroad or canal which the route of its road shall intersect, in such manner as not to interfere with the free use of the same and so as to afford security for life and property; but such railroad corporation shall restore and maintain the stream or watercourse, road, highway or canal, thus intersected, to and in its former state, or in a sufficient manner not unnecessarily to impair its usefulness or injure its franchises."

POINTS AND AUTHORITIES.

I.

Under the express conditions of Section 5195, Burns, 1914, the same being in a section of the Railroad Act constituting the charter of each of the plaintiffs in error, as well as by reason of the implication from the legislative grant, it was their duty, without compensation, to restore their own bridges. The rule applies alike to highways and to streams and water-courses, and the subject is interlocked, by the provisions of said section and by the decisions of the Supreme Court of Indiana, including the case at bar.

Louisville, etc., R. Co. v. *Smith,* 91 Ind., 119, 121;

Evansville, etc., R. Co. v. *State, ex rel.,* 149 Ind., 276, 279;

Lake Erie, etc., R. Co. v. *Shelley,* 163 Ind., 36;

Southern Ind. R. Co. v. *McCarrell,* 163 Ind., 469, 473;

Vandalia R. Co. v. *State, ex rel.,* 166 Ind., 219;

Cincinnati, etc., R. Co. v. *Connersville,* 170 Ind., 316;

New York, etc., R. Co. v. *Rhodes,* 171 Ind., 521, 525;

Pittsburgh, etc., R. Co. v. *Gregg,* 181 Ind., 42, 53;

Chicago, etc., R. Co. v. *Luddington,* 175 Ind., 35;

Wabash R. Co. v. *Jackson,* 176 Ind., 487.

II.

The Indiana construction of Section 5195, Burns, 1914, has been upheld as gainst Federal objection.

Cincinnati, etc., R. Co. v. *Connersville,* 218 U. S., 336.

III.

In the opinion of the Indiana Supreme Court in the case at bar, it appears that that court rested its entire judgment on the doctrine of charter obligation, as laid down in two of the above cases, and therefore, it appears that the decision rests on a state ground, which this court will not undertake to revise.

Keokee, etc., Co. v. *Taylor,* 234 U. S., 224; 58 Law Ed., 1288.

IV.

In view of the record proper, which shows that the state statute was of controlling importance in the case, this court will not indulge any further inference which might justify its taking jurisdiction on another possible Federal ground.

Johnson v. *Risk,* 137 U. S., 300; 34 Law Ed., 683.

V.

The theory of charter obligation, as justifying a denial of compensation for bridges, has been recognized by this court.

Cincinnati, etc., R. Co. v. *Connersville,* 218 U. S., 336; 54 Law Ed., 1060;

Chicago, etc., R. Co. v. *Minneapolis,* 232 U. S., 430; 58 L. Ed., 671;

State v. *St. Paul, etc., R. Co.,* 214 U. S., 497.

Northern Pacific R. Co. v. *State,* 208 U. S., 583.

VI.

Public highways and public drains stand on the same footing, so far as concerns the matter of charter obligation, and are alike within the authority of the state to exert its police power in determining upon their construction.

Hagar v. *Reclamation District,* 111 U. S., 701; 28 L. Ed., 569;

Fall Brook Irrigation v. *Bradley,* 164 U. S., 112; 41 L. Ed., 369, 390;

Chicago, etc., R. Co. v. *Luddington,* 175 Ind., 35, 38.

VII.

The decisions on which the Indiana Supreme Court in the case at bar rested its judgment, are cases in which the doctrine of charter obligation, in the matter of building bridges at the expense of railroad companies, was laid down unqualifiedly, as applied to all public drains, and there is no such thing, under the law of Indiana, as a drainage district, saving as property may be affected, prejudicially or otherwise, by the construction of the drain, and it is for the drainage commissioners alone to determine the best and cheapest route.

Chicago, etc., R. Co. v. *Luddington,* 175 Ind., 35, 38;

Wabash R. Co. v. *Jackson,* 176 Ind., 487;

Section 6142, Burns, 1914.

VIII.

The decision in the case at bar is as effectual as any other could be to determine the meaning of Section 5195, *supra*.

IX.

Plaintiffs in error had, and assumed, the burden on damages; they did not present any question in the trial of compensation for easements; no evidence was offered going to show damage on account of an interference therewith; the evidence in the record fully warranted the finding that there was no damage, and the Supreme Court of Indiana passed on no other question, relative to damage, except as it related to expense of building bridges, and therefore it must be said that no error appears, both because the question of damages to easements was not raised or presented at any point in the trial, and because the trial court's decision that there was no damage is a finding of fact which this court will not go behind in a writ of error.

Chicago, etc., R. Co. v. *Chicago,* 166 U. S., 226; 41 L. Ed., 979;

Waters-Pierce Oil Co. v. *Texas,* 212 U. S., 86; 53 L. Ed., 417, 424;

Thayer v. *Spratt,* 189 U. S., 346; 47 L. Ed., 845, 849;

Conwell v. *Tate,* 107 Ind., 171;

Rogers v. *Venis,* 137 Ind., 221;

Stevens v. *Templeton,* 174 Ind., 129, 133;

Indianapolis, etc., R. Co. v. *Wiles,* 176 Ind., 236, 238.

X.

Any declaration of law, made by the Supreme Court of Indiana in the case at bar, is a declaration which must be understood as confined to the facts as presented in the case before it.

Lucas v. *Board*, 44 Ind., 509, 541.

XI.

The opinion of the Supreme Court of Indiana affirmatively shows that no question was presented as to damage on account of an interference with easements. The only question, in any wise relating thereto, which plaintiffs in error presented, was that, as their easements lay outside the drainage district, there was no authority to exert the police power over the companies to the extent of requiring them to make compensation for bridges.

XII.

This is a case where, within the limits of the record itself, it affirmatively appears that if there was any erroneous declaration of law, such declaration was not controlling, and the opinion itself discloses the state ground on which the judgment of the Supreme Court can be upheld, and this court will not reverse, since it would only result in the state Supreme Court retracting its supposed erroneous Federal declaration and limiting the case to a state ground.

Murdock v. *Memphis*, 87 U. S., 590; 22 L. Ed., 429, 444.

XIII.

The repealing clause found in the Drainage Act of 1907 was subject to construction; it has been held by the Indiana Supreme Court that, notwithstanding the Drainage Act, railroads must build their own bridges over drains, and this decision, presenting a question of mere local law in the construction of a statute, is not open to a review of this court.

Keokee, etc., Co. v. *Taylor,* 234 U. S., 224; 58 L. Ed., 1288;

Schaefer v. *Nerling,* 188 U. S., 516;

Chicago, etc., R. Co. v. *Luddington,* 175 Ind., 35, 41;

Arnett v. *State, ex rel.,* 168 Ind., 180, 191.

XIV.

The Indiana Drainage Act, as construed by the decisions of the Indiana Supreme Court, does not deny to railroad companies equal protection of the laws, and if there were otherwise any invidious distinction, yet the holding in the case at bar stands as justified under the doctrine of charter obligation.

Kentucky Railroad Tax Cases, 115 U. S., 321; 29 L. Ed., 414;

New York, etc., R. Co. v. *Bristol,* 151 U. S., 556; 38 L. Ed., 269.

XV.

The classification in a statute, wherein railroad companies, operating for profit, are required to construct their own bridges over water-courses, while a public corporation, whose bridges are built out of

exactions of taxation, and are not maintained for profit, is one which is substantial in character and in no wise illusory.

XVI.

There is a very clear distinction between the actual taking of lots and parcels of land owned by private individuals when condemned and taken for highways or ditches and cases where new highways or ditches are constructed across railroads. Private properties are actually taken and the owners are forever deprived of the use of the same, whereas the railway lines are not taken, but they continue in the full free use of the same as before, excepting only that they cease to have exclusive possession and use of the same. Their property is not taken but its use is modified to accommodate the new street or drain, and with that modification the railway continues to use it as before.

Chicago, B. & Q. R. R. Co. v. *City,* 166 U. S., 226;

Chicago, etc., R. R. Co. v. *Traubarger,* 238 U. S., 67;

C., B. & Q. R. R. Co. v. *Appanoose Co.,* 182 Fed., 291;

New York, etc., R. Co. v. *Rhodes,* 171 Ind., 521, 525.

XVII.

In controversies involving the exercise of the police power of the state the Federal Courts resolve every doubt in favor of the state decisions.

State v. *Towessnute,* 154 P., 805; 3 Cyc., 804.

XVIII.

The statutes regulating the drainage of wet and overflowed lands have long been recognized as valid in the State of Indiana as enactments coming within the police power of this state.

O'Reiley v. *Kankakee Valley Drainage Company*, 32 Ind., 169.

Zigler v. *Meyer*, 121 Ind., 99.

Gifford Drainage Company v. *Shroer*, 145 Ind., 572.

Bemis v. *Guirl Drainage Co.*, 105 N. E., 496.

XIX.

The Legislature of the State of Indiana provided for the establishment by the Drainage Commissioners of the drainage district, here in controversy. It was within the power of the Legislature of that state to delegate to the Drainage Commissioners the duty of determining, defining and establishing the drainage district. In determining upon the location for the outlet the judgment of the Drainage Commissioners was conclusive and not subject to review by this court.

Thompson v. *Ryan*, 183 Ind., 232, 238.

Bonfoy v. *Goar*, 140 Ind., 292.

Heick v. *Voight*, 110 Ind., 279.

Chandler v. *Beal*, 132 Ind., 596, 598.

Anderson v. *Baker*, 98 Ind., 587.

Meranda v. *Spurlin*, 100 Ind., 380, 382.

Meyer v. *Plotner*, 112 N. E., 901.

XX.

Railroad companies must change their tracks to meet the public convenience. If a change in the construction of same becomes necessary to the community welfare, health and convenience, the companies must make such changes at their own cost, even if such changes require the construction of bridges by the railroad companies, for which no compensation is made.

In this case the injury, if any, being indirect and consequential and the result of exercise of the police power, there was no taking, uncompensated obedience is a rule of such cases.

Chicago, Milwaukee & St. Paul Ry. Co. v. *City of Minneapolis,* 232 U. S., 430.

Chicago, Indianapolis & Western Ry. Co. v. *Connersville,* 218 U. S., 336.

Chicago, Burlington & Quincy R. R. v. *Drainage Comm'rs,* 200 U. S., 561.

New York & New England R. R. Co. v. *Bristol,* 151 U. S., 556, 567.

Chicago, Burlington & Quincy R. R. v. *City of Chicago,* 166 U. S., 226, 252, 255.

Chicago, Burlington & Quincy R. R. v. *Nebraska,* 170 U. S., 57.

Northern Pacific Ry. Co. v. *City of Duluth,* 208 U. S., 583, 597.

St. Paul, Minneapolis & Manitoba Ry. Co. v. *State of Minnesota,* 214 U. S., 497.

Detroit, Fort Wayne & Belle Isle Ry. Co. v. *Osborn,* 189 U. S., 383.

New Orleans Gaslight Co. v. *Drainage Com'n,* 197 U. S., 453, 462.

Atlantic Coast Line v. *Goldsboro,* 232 U. S., 548.

Hudson County Water Company v. *McCarther*, 209 U. S., 349.

Egen v. *Hart*, 14 Southern, 244.

In re Opinions of Judges, 69 Atl., 627.

Hagen v. *Reclamation District*, 111 U. S., 701.

Baumgartner v. *Hosty*, 100 Ind., 575.

Bedford v. *U. S.*, 192 U. S., 217.

Northern Transportation Co. v. *City*, 99 U. S., 635.

Gibson v. *United States*, 166 U. S., 269.

Scranton v. *Wheeler*, 179 U. S., 141.

Manigult v. *Springs*, 199 U. S., 473.

City of Valparaiso v. *Hagen*, 153 Ind., 337.

Chicago, etc., R. Co. v. *Ludington*, 175 Ind., 35.

Wabash R. R. Co. v. *Jackson*, 176 Ind., 487.

XXI.

The cost of the construction of bridges by the railroads over the channel of the ditch should in no wise be confounded with the value of the easements of the railroads at the point of intersection with the ditch, as they are entirely separate and distinct propositions. The drainage statute gives damages for injury to easements, but not for the construction of bridges, made necessary for the continued operation of railroads.

(See decision Circuit Court of Appeals, 8th District, in case of *Chicago, Burlington & Quincy R. R.* v. *Board of Supervisors*, 182 Fed., 291.)

XXII.

Plaintiffs in error, having made no claim in the *nisi prius* court or the Supreme Court of the State of Indiana for damages to easements, cannot for the first time raise such question in this court.

Appleby v. *City of Buffalo,* 221 U. S., 524-532.

XXIII.

As to whether the 1907 act repealed all former acts concerning the obligations of railroads to construct bridges, was not presented to the *nisi prius* or Supreme Court of the State of Indiana, it cannot now be raised here for the first time.

Hoyt v. *Sheldon,* 1 Black's Reports, 518.

ARGUMENT.

Charter Obligation Prevents Recovery for Cost of Bridges.

It was stipulated in the trial court that plaintiffs in error were organized, existing and operating, at the time of the institution of this proceeding, and since, under an Act of the General Assembly of Indiana concerning railroads, which went into force May 6, 1853, and the amendments thereto. (Printed Rec., p. 335.) Section 13 of that Act, being Section 5195, Burns 1914, and which is still in force, provides as follows:

> "Every such corporation shall possess the general powers, and *be subject to the liabilities and restrictions* expressed in the special powers following: * * * Fifth: To construct its road upon or across any stream of water, watercourse, highway, railroad or canal, so as not to interfere with the free use of the same, which the route of its road shall intersect, in such manner as to afford security for life and property; but the corporation shall restore the stream or water-course, road or highway, thus intersected, to its former state, or in a sufficient manner not to unnecessarily impair its usefulness or injure its franchises."

In the brief of plaintiffs in error the court will observe that the question as to whether they are entitled to compensation for the secondary and consequential damage to them which grows out of the necessity of building bridges, in order to restore their lines, is argued as if the whole question were as to whether, in the absence of any statute, there

would be a right to compensation for what they contend was, in effect, a taking of their property. On the other hand, defendants in error contend, among other grounds, that the companies cannot have compensation for bridges because, under the above statute, it was a matter of charter obligation that they bear the expense occasioned by the drain crossing their rights of way, and that, under said statute, plaintiffs in error cannot now be heard to say, as against the state, whose grants are never construed *contra proferentem,* that the duty to restore the crossing by a bridge, made necessary to enable each of plaintiffs in error to continue to enjoy its franchise, shall not be devolved upon them.

> "The rule of construction in this class of cases is that it shall be most strongly against the corporation. Every reasonable doubt must be resolved adversely. Nothing is to be taken as conceded but what is given in unmistakable terms, or by an implication equally clear. Silence is negation, and doubt is fatal to the claim. This doctrine is vital to the public welfare. It is axiomatic in the jurisprudence of this court."
>
> *Northwestern Fertilizing Co.* v. *Hyde Park,* 97 U. S., 659; 24 L. Ed., 1036, 1038.

It will be observed that the statutory provision above quoted, if it applies to new highways, streams and water-courses, represents the very antithesis of the idea that the public is to restore, and since the statute, in its reference to any stream of water, water-course or highway, puts all into the same class, so far as non-interference and the duty of restoration are concerned, it results that the construction given this statute by the Indiana Supreme Court in

respect to highways must be applicable to, or at least not out of accord with, the law in respect to streams of water and water-courses. Owing to the manner in which the subjects-matter of this statute have been linked together by Indiana decisions, including the decision in the case at bar, we shall attempt with some particularity first to show the views that the Indiana Supreme Court have expressed concerning the effect of that statute as applied to new streets and highways constructed across existing railroads, and we shall then show the later development of the same doctrine as applied to public drains.

In *Louisville, etc., R. Co.* v. *Smith,* 91 Ind., 119, 121, the contention of the company was that the statute did not relate to highways laid out and opened after the construction of the railroad, but the court said:

> "Whether the highway is laid out and opened before or after the construction of the railroad, the legislative intent in the clause quoted is clear, we think, that the railroad company shall construct its road, at its intersection with such highway, 'in such manner as to afford security for life and property.' "

In *Evansville, etc., R. Co.* v. *State, ex rel.,* 149 Ind., 276, 279, it was declared that the duty to restore the highway is imposed by statute in Indiana, and also exists independently, the court adding, "This duty of railroad companies is the same whether the highway was laid out and opened before or after the railroad was built."

In *Lake Erie, etc., R. Co.* v. *Shelley,* 163 Ind., 36, it was held that it was the duty of a railroad com-

pany to construct and maintain a highway crossing, although the way was established after the railroad was built, and that the company was not entitled to compensation for the expense either of constructing or maintaining the crossing.

In *Southern Ind. R. Co.* v. *McCarrell,* 163 Ind., 469, 473, the court declared:

> "The duty of reestablishing and maintaining at crossings pre-existing safe and convenient situations is statutory, *is an implied covenant in the charter contract,* and can not be laid aside or upon the shoulders of another. It is a duty the company cannot abdicate while exercising its franchise."

In *Vandalia R. Co.* v. *State, ex rel.,* 166 Ind., 219, it was held that, by virtue of the statute above quoted, the duty was "imposed by appellant's charter" to make safe and convenient crossings at all highways, whether the highways were established before or after the construction of the railroad.

In *Cincinnati, etc., R. Co.* v. *City of Connersville,* 170 Ind., 316, which was a condemnation proceeding, the extension of a new street through the company's embankment, at a point outside the limits of the city when the railroad was constructed, occasioned the necessity of building a railway bridge. The trial court instructed that the company might recover its damages for the use of its easement and for the taking of the earth composing its embankment at the point of intersection, but refused to instruct that the company was entitled to compensation for the cost of the railway bridge. On appeal to the Supreme Court of Indiana the question was squarely up as to whether the company was entitled to compensa-

tion for building the bridge, and the question was determined by that court in the negative, the court resting the proposition on the statute.

At this point we may for a moment digress from our effort to trace the Indiana street and highway cases to call attention to the fact that the case last referred to went on writ of error to this court, and is reported, under the same title, in 218 U. S., 336, 54 Law Ed., 1060. The judgment of the Indiana Supreme Court was here affirmed, and while the decision of this court was largely placed on the police power, yet the court said:

> "The railway company *accepted its franchise from the state, subject necessarily to the condition that it would conform at its own expense to any regulations,* not arbitrary in their character, as to the opening or use of streets, which had for their object the safety of the public, or the promotion of the public convenience, and which might from time to time be established by the municipality, when proceeding under legislative authority, within whose boundaries the company's business was conducted."

Again taking up the Indiana cases, we have next to call attention to *New York, etc., R. Co.* v. *Rhodes,* 171 Ind., 521, 525. That case also recognizes the view that, under the statute, the company was not entitled to recover for the construction and maintenance of the crossing of a new highway with its right of way, and that the company could not recover compensation for the additional expense of building cattle guards, and wing fences. The court said:

> "Having accepted the privileges and francises from the state and acquired its right of way subject to such right under said statute on

the part of the state it is not entitled to any compensation for the interruption and inconvenience, if any, nor for increased expense nor increased risk, if any, nor for the expense and inconvenience of the railroad company in complying with the requirements of said statutes as to highway crossings. (Citing cases.) Said subdivision five of Sec. 5195, *supra*, does not depend for its validity upon the police power of the state, but is valid because the state has the power to provide the conditions upon which railroads acquire their rights of way in the State, and such conditions are binding whether the right of way be acquired by deed, condemnation or otherwise."

In *Pittsburgh, etc., R. Co.* v. *Gregg*, 181 Ind., 42, 53, which was a proceeding to open a highway across the right of way of a railroad company, the position of the Indiana Supreme Court concerning Sec. 5195, *supra*, and on the general implication from the legislative grant of the power to a corporation under the act of which that section is a part, finds expression in the following language:

"In *New York, etc., R. Co.* v. *Rhodes* (1909), 171 Ind., 521, 525, 86 N. E., 840, 24 L. R. A., (N. S.), 1225, it was held that a railroad company having accepted the privileges and franchises from the state and acquired its right of way subject to the right of the state to locate and maintain its public highways (Subd. 5, Sec. 5195, Burns 1908, Sec. 3903, R. S., 1881), is not entitled to any compensation for the interruption and inconvenience, if any, nor for increased expense nor increased risk, if any, nor for the expense and inconvenience of the railroad company in complying with the requirements of such statute as to highway crossings. Even in the absence of such a statute as Sec. 5195, *supra*,

> the rule is that a private corporation which acquires a right to construct a railroad, takes it subject to the dominant right of the state to cross its railroad whenever the public necessity demands that new roads or streets shall be opened. In accepting a grant from the State, the private corporation impliedly agrees that the sovereign right to provide necessary highways for citizens of the state shall not be impaired."

Having now developed the Indiana holdings as respects its being a matter of charter obligation, under the railroad act, that the company bear all expenses which are incident to the new highway crossing, we shall go back somewhat in the Indiana cases, to show that the position of the Indiana Supreme Court that compensation cannot be awarded railroad companies for the expense of constructing bridges over public drains extended across their rights of way has also been based, in part at least, on charter obligation, either as a matter of construction of Sec. 5195, *supra,* or on what may be termed a common law implication from the character of the grant. The first of the drainage cases we have to refer to is *Chicago, etc., R. Co.* v. *Luddington,* 175 Ind., 35, where the court said:

> "The controlling question is whether a railroad company acquires its right of way subject to the right of the state to extend public ditches across it, and subject to the condition that it must place, keep and maintain its road across said public ditch in such condition as not unnecessarily to impair the usefulness or interfere with the free use of said ditch. It is urged by appellant that it did not acquire its right of way subject to any such condition. Subdivision five

of Sec. 5195 Burns 1908, Sec. 3903 R. S. 1881, and Sec. 7683 Burns 1908, Acts 1905, p. 581, Sec. 35, are cited by appellant as controlling this question. Said subdivision reads as follows: 'To construct its road upon or across any stream of water, water-course, road, highway, railroad or canal, so as not to interfere with the free use of the same, which the route of its road shall intersect, in such manner as to afford security for life and property; but the corporation shall restore the stream or water course, road or highway, thus intersected, to its former state, or in a sufficient manner not to unnecessarily impair its usefulness or injure its franchises.' Said Sec. 7683 is substantially the same. It is settled law in this state, that it is the duty of a railroad that crosses a highway or watercourse to restore it to its former condition of usefulness and safety, even in the absence of any express statutory requirement. (Citing cases)."

At page 40 of the above opinion the following language is used:

"It is evident that, in proceedings to establish a public ditch across the right of way of a railroad, the railroad company is not entitled to any damages for the cost and expense of complying with the requirements of subdivision five of Sec. 5195, *supra*, and Sec. 7683, *supra*, for the reason that it acquired its right of way subject to the right of the state to extend public ditches as well as public highways across said right of way, and subject to the condition that it must place, keep and maintain its road across said public ditch, regardless of whether said public ditch was constructed before or after the road was built, in such condition as not unnecessarily to impair the usefulness of said ditch, and 'so as not to interfere with the free use' thereof."

The next Indiana case upon the subject is *Wabash R. Co.* v. *Jackson*, 176 Ind. 487. In that case *Chicago etc. R. Co.* v. *Luddington, supra,* was followed upon the proposition of the company bearing the expense of providing its own railroad crossing at the intersection of the new drain, and the court said:

> "Appellant received and exercised its franchise subject to both the common law and the statutory power to require it to perform the duty imposed upon it by this proceeding."

DECISION IN CASE AT BAR FOLLOWS DOCTRINE OF CHARTER OBLIGATION.

As we shall hereafter show, the only question of damages which was before the Supreme Court of Indiana in the case at bar was the question of awarding damages for railway bridges, and we have now to point out that whatever may have been said by the court as to the police power, yet it appears that the court further rested its judgment on what would be a state ground, viz: the construction of the railroad statute. Turning to page 514 of the record for that portion of the opinion to which we desire to direct attention, it will be found that the court used the following language:

> "In the recent cases of *Chicago etc. R. Co.* v. *Luddington,* 175 Ind. 35, and *Wabash R. Co.* v. *Jackson, supra,* the *exact question* here presented was decided by this court adversely to appellant's contention, holding that the same rule applied to the construction of drains, as that of highways. In each of those cases the authorities on the subject of the right to have damages awarded have been fully collated, and commented upon, and *support the judgment in this case.*"

If the Ludington case and the Jackson case, both charter obligation cases, as we have shown, "support," as the court says, "the judgment in this case", then it appears that the court has put its decision on at least one local ground, namely, the construction of the Indiana statute.

Should it come to a matter of inference, however, a proposition we in nowise concede, then this court will not, in order to take jurisdiction and reverse the judgment of the state court which may be controlled by a matter of state law laid down in the cases which the court cited as supporting its judgment, assume that the possible Federal question was the single and altogether controlling one, and particularly will the court not do this in disregard of the record proper, aside from the opinion, which shows that a state statute was of controlling importance in the case.

See *Johnson* v. *Risk*, 137 U. S. 300, 34 L. ed. 683.

INDIANA DECISIONS ON CHARTER OBLIGATION CONCLUSIVE.

Having shown that the decision of the Indiana Supreme Court in the case at bar is, by express reference, interlocked with its prior decisions on the matter of charter obligation, we have next to assert that the power of the court of last resort in the state to interpret the statutes of its own state is ordinarily controlling and decisive, and it may certainly be affirmed that an interpretation of a local statute, constituting the basis of mere contractual rights, which interpretation, even if wrong, has a

sufficient basis in reason to protect it from the claim that it is an utterly unreasonable, and therefore an arbitrary interpretation, is not to be disregarded by this court, even if it result in depriving the complaining parties of a right to compensation they might otherwise possess. But the interpretation in this instance has the high authority of this court for its warrant, at least to the extent of holding that it is admissible for the state court to take the view that it is a matter of charter obligation for a railroad company to permit the public to intersect its right of way with a public highway or waterway without making compensation for the expense of putting the crossing in condition for the continued use of the railroad. We would strongly impress upon the mind of the court the fact that in *Cincinnati, etc., R. Co.* v. *Connersville,* 218 U. S., 336, the Indiana construction of Section 5195, *supra,* was upheld as against Federal objection.

There is, however, a very late case in this court which practically determines this case in our favor. The case we refer to is *Chicago, etc., R. Co.* v. *Minneapolis,* 232 U. S., 430, 58 Law Ed., 671.

In the above case, which was a proceeding in error, this court affirmed the Supreme Court of Minnesota in a holding that it was competent for a city, by a condemnation proceeding, to connect two lakes, situate in a park, by a waterway having walks on either side, the work as projected crossing the right of way of a railroad company, and necessitating the construction of a railroad bridge, without making compensation for the cost of the bridge. The court based its holding largely on the admissibility of the

view of charter obligation, and quotes at length from the prior case of *State ex rel. Minneapolis* v. *St. Paul, etc., R. Co.*, 98 Minn., 380, as evincing the Minnesota doctrine on that subject, and the court also quotes from the case of *Cincinnati, etc., R. Co.* v. *Connersville*, 218 U. S., 336, which, as shown, involves the Indiana statute.

If it be true that under a charter obligation the state, through an appropriate public agency, can compel a railroad company to submit to the making of an opening in its embankment which will necessitate the building of a railroad bridge, awarding no compensation for the bridge, where a combined foot and water way is laid out across the tracks of the company for the mere purpose of enhancing the value of a park, is it not altogether clear that the state may, under a like charter reservation, carry a drain across a railroad right of way without having the burden of constructing and maintaining a railway bridge, where the purpose of the drain is not only to reclaim a great marsh, and to improve public highways, but also to *benefit the health* of the inhabitants of populous cities whose boundaries lie adjacent to or near the marsh area?

The public character of drainage proceedings and their importance, as viewed by the court whose judgment is here sought to be reviewed on error, is well expressed in the *Luddington* case, *supra* (175 Ind., 35, 38), in the following language:

> "Public ditches established under the laws of this state are public ditches of the state, and, like public highways established under the laws of this state, are under the full control of the Leg-

islature. The construction and repair of public ditches under the laws of the state, like the establishment and improvement of public highways, are matters of public or state concern, and the exercise of a state function. *State ex rel.* v. *Board, etc.* (1908), 170 Ind., 595, and cases cited. As was said in the case of *State ex rel.* v. *Fox* (1902), 158 Ind., 126, 135, 136: 'There are important powers delegated to municipalities which concern every citizen of the state, and for the proper exercise of which the state cannot abdicate responsibility by committing them to local officers. * * * In every matter which affects the safety, morals, health, or general welfare of the people at large, or of a considerable number of them, there is undoubtedly reserved in the state the power to supervise, control, and even coerce, local officers in the discharge of public duties, and even to send its own agents into any organized district, if necessary, to enforce a public right, or accomplish a public benefit. For instance, every citizen has the right to travel the public highways—those in cities and towns, where, according to common usage, they are made, dug up, and improved by local action, as well as those in rural districts. In every part of these highways the traveler is entitled to the state's protection from violence, and from dangerous situations. For the preservation of public health, for the prevention of disease and epidemics, each inhabitant has an interest in the proper drainage of lands, and in the suppression of all insanitary conditions, whether rural or urban, and without regard for territorial boundaries, and the right to look to the state for protection against these evils so far as the same may be legally accorded. Likewise the enforcement of the state's criminal and revenue laws is of equal importance to all. In all these, and kindred things, the setting up of corporation lines forms no barrier to the

strong arm of the state in safeguarding every public interest.'"

This court has said:

"It is not open to doubt that it is in the power of the state to require local improvements to be made which are essential to the health and prosperity of any community within its borders. To this end it may provide for the construction of canals for draining marshes and malarious districts and of levees to prevent inundations, as well as for the opening of streets in cities and of roads in the country."

Hagar v. *Reclamation District,* 111 U. S., 701; 28 Law Ed., 569.

And again this court has said:

"The power [to reclaim swamp lands] does not rest simply upon the ground that the reclamation must be necessary for the public health. That indeed is one ground for interposition by the state, but not the only one."

Fallbrook Irrigation District v. *Bradley,* 164 U. S., 112; 41 Law Ed., 369, 390.

PRIOR INDIANA CASES NOT DISTINGUISHABLE ON GROUNDS STATED BY PLAINTIFFS IN ERROR.

We have been at the pains to refer to the Indiana adjudications concerning new highways crossing railroads because the doctrine declared by the Indiana Supreme Court in the case at bar concerning drains crossing railroads is linked by the court with the doctrine concerning highways intersecting railroads. In each case duties imposed upon railway companies may be said to rest, at least in part, on a statute, having two stems precisely similar in char-

acter and rooted in the same legislative enactment, and what the statute means for one purpose it means for the other. The statutory obligations are interlocked by the Indiana cases generally, and, as observed, by the case at bar, and the doctrine being the same in both instances, we have to point out that all new highways extending across railroads are carried across at new points of intersection, and therefore the charter requirement cannot be limited to points of crossing at which there was reason to anticipate the necessity for a new crossing, and so, as applied to drains, the statute, if it is to apply to future drains at all, must apply to any and all routes of drainage which may afterwards be determined on by the duly constituted authorities.

Counsel for plaintiffs in error seek to distinguish *Chicago, etc., R. Co.* v. *Luddington,* 175 Ind., 35, and *Wabash R. Co.* v. *Jackson,* 176 Ind., 487, on the ground that the case at bar involves the construction of a new channel, due to the diverting of the water from the river directly to the lake, instead of sending the waters to the lake by the long, tortuous and interrupted route which before existed.

It is said by counsel of the *Luddington* case that it is shown that the culvert was in the drainage district because the company was assessed with benefits. It does not follow from this that there was a stream or water-course where the new bridge would be required, and the third paragraph of the opinion states unrestrictedly that, "The controlling question is whether a railroad company acquires its right of way subject to the right of the state, to extend public ditches across it," and it is to be observed that on

page 39 of the opinion it is stated that "What was said by this court in the case of *New York, etc. R. Co.* v. *Rhodes,* 171 Ind., 521, 524, in regard to public highways applies with equal force to public ditches," and the court proceeds to quote from page 524 of the *Rhodes* case the holding that "Under the statutes of this state, it is the duty of all railroad companies to construct and keep in safe condition *all* highway crossings; and this duty is the same whether the highway was established before or after the railroad was built," citing Sec. 5195, *supra.* This ought to put an end to the contention that the Indiana Supreme Court has not in the case at bar, by its reference to the *Luddington* case, determined, as a matter of construction of the Indiana statute, that it applies to all public drains whenever and wherever constructed.

It may be true that the case of *Wabash R. Co.* v. *Jackson,* 176 Ind., 487, involved the enlargement of an existing waterway, but the court nevertheless refused, on the ground of charter obligation, to uphold the Company in any of its contentions, and affirmed a judgment which involved the Company in an expenditure of $8,000 for a culvert, to produce a total benefit of $927.97.

Again taking up the opinion of the Indiana Supreme Court in the case at bar, and looking at it merely for the purpose of finding in the opinion an expression of the mind of the court as to what had theretofore been determined by it on the subject, and we observe that the court said of the two cases last cited that in them "the *exact question* here presented was decided by this court adversely to appellants'

contention, holding that the same rule applied to the construction of drains, as that of highways."

It therefore appears that there is a settled doctrine in Indiana concerning Section 5195, *supra,* which is recognized in the opinion in the case at bar, as applicable to all drains crossing railroads, and this construction, as we contend, involves a mere matter of the construction of local law, which, since it does not impinge on any Federal limitation, is not within the competency of even this tribunal to disturb. The decision in the case at bar is as effectual as any other to determine the meaning of Sec. 5195, *supra,* and since this case declares that the *Luddington* and *Jackson* cases decide the *"exact question here presented * * * and support the judgment in this case"* the question is settled so far as this court is concerned.

Due Process of Law Not Denied.

There is a constant assumption in the brief of plaintiffs in error that the Indiana Supreme Court denied them compensation for the value of their easements, as well as for the cost of railway bridges. We undertake to say that, at least, as the question reached the Supreme Court of the State, the record involved no open question concerning the value of such easements, and we also insist that the language of the court is to be interpreted in the light of the record. The special findings show with precision the exact manner and circumstances in which the drain will cross the several railroads and the finding of the trial court is in each instance that the Company will not be damaged. All of the evidence which

plaintiffs in error offered relative to damages went solely and alone to the matter of the cost of bridges, and the trial court was justified, under the well considered case of *New York, etc. R. Co.* v. *Rhodes,* 171 Ind., 521, in finding, *as a fact,* since it was evident that the drainage and the railway easements could co-exist without in anywise interfering with each other, that there was no damage to the railroad companies by reason of the intersection of their respective easements. *Chicago etc. R. Co.* v. *Board,* 182 Fed. 291 297. A railroad company not being entitled to damages for either the building or maintenance of a bridge which it had covenanted to build and maintain by its acceptance of its charter, may or may not be further entitled to damages on account of its easement, but whether damages were substantial or negligible, or did not exist, would be a question of fact in the particular case. In *Chicago, etc. R. Co.* v. *Chicago,* 166 U. S., 226; 41 Law ed., 979, this court refused to review on error a judgment of the Illinois Supreme Court affirming the judgment of a trial court in a street opening proceeding wherein judgment had been rendered, on the verdict of a jury, fixing the just compensation of private lot owners but awarding to the railroad company the sum of one dollar as and for its damages for the taking of its easement. The judgment of the Illinois Supreme Court was here affirmed, and there is much in the opinion going to show the inconsequential character of the railroad company's damage in such cases which it would be profitable to quote here, but considerations of space preclude us from doing more

than setting out the central point in this court's opinion, which is found in the following excerpt:

> "To this it may be added that Congress has provided that the final judgment of the highest court of a state in cases of which this court may take cognizance, shall be re-examined upon writ of error, a process of common-law origin, which removes nothing for re-examination but questions of law arising upon the record. *Egan* v. *Hart*, 165 U. S., 188. Even if we were of opinion in view of the evidence that the jury erred in finding that no property right, of substantial value in money, had been taken from the railroad company by reason of the opening of a street across its right of way, we cannot, on that ground, re-examine the final judgment of the state court. We are permitted only to inquire whether the trial court prescribed any rule of law for the guidance of the jury that was in absolute disregard of the company's right to just compensation."

In *Waters-Pierce Oil Co.* v. *Texas*, 212 U. S., 86; 53 Law ed., 417, 424, this court stated:

> "The jurisdiction of this court to review the proceedings of the state courts, as we have had frequent occasion to declare, is not that of a general reviewing court in error, but is limited to the specific instances of denials of Federal rights, whether those pertaining to the constitutionality of Federal or state statutes, or to certain rights, immunities, and privileges of Federal origin, specifically set up in the state court, and denied by the rulings and judgment of that court. U. S. Rev. Stat. Sec. 709; U. S. Comp. Stat. 1901, p. 575. Nor does this court sit to review the findings of fact made in the state court, but accepts the findings of the court of the state upon matters of fact as conclusive, and is con-

> fined to a review of questions of Federal law within the jurisdiction conferred upon this court."

So it was said in *Thayer* v. *Spratt*, 189 U. S., 346; 47 Law ed., 845, 849:

> "But, however this may be, we are precluded by the finding of facts in the state court from looking at the evidence upon which such findings may rest. Upon a writ of error to a state court this court has no right to review its decision upon the ground that the finding was against evidence or the weight of evidence."

There is nothing in the record in the case at bar to show that the matter of an award of damages for and on account of injury to easements, separate and apart from the matter of damages for bridges, was ever submitted to the trial court, or that there was any evidence, given or tendered, on which such award of damages for the easements might have been based. On the contrary, the printed record shows that the contention in the trial court was over damages for bridges, and the opinion of the Supreme Court, when carefully read, shows that that court treated as the sole question involved the question as to whether an allowance should be made on account of the latter item.

The record shows that plaintiffs in error each remonstrated for damages, and on all questions of damage they had the burden. Certain of the land owners assessed also remonstrated against the awards to the railroad companies by the commissioners. The evidence shows that the drain would cross each of the railroad rights of way at substan-

tially a right angle, and that not more than two tracks would be crossed in any instance. In view of this, and of the further fact that the franchises and railway easements would not be interfered with, the trial court was justified in determining that there was no damage (*New York, etc. R. Co.* v. *Rhodes,* 171 Ind., 521), in which event no Federal question would exist. Upon the matter of damages plaintiffs in error offered no evidence except as to bridges, and even if the court was authorized to treat the report of the drainage commissioners as evidence, yet it was clearly required to disregard their findings on these items of damage, since the excessive awards were plainly based on the theory that the companies were entitled to damages for bridges, and there being no separate evidence as to the value of the easements, the report on that point would fall as an entirety.

In the light of the record in the trial court the opinion of the court on appeal is to be examined, and the court should assume that any possible generality of language was used with reference to the facts of the case as disclosed by the record. The only language in the opinion which might with any color of propriety be said to have denied compensation for the easements is this statement, found on page 514 of the printed record:

> "It has been decided by this court that the construction of drains and highways and the taking of property for such purposes is within the police power of the state."

We have already pointed out that there was no evidence on which to found a claim of damages for

an interference with the easements, and therefore it may be assumed that the court was proceeding in the making of its declaration of law under a rule declared in *Lucas* v. *Board*, 44 Ind., 509, 541, where, in answer to a contention that a certain point had been decided in the *Dartmouth College* case, the court said:

> "It may be well to state, in view of these authorities *and as* applicable to all cases decided by any court that the language used in an opinion is always to be restricted to the case before the court."

But while this would seem to dispose of the question, let us look more critically at the opinion. Point four, representing presumably one of the contentions of plaintiffs in error, was, "Appellants' railways *not being within the drainage district* are not subject to the police power of the state." (Printed Rec., 514.) Then turning to the language immediately preceding that which we have first above quoted, we find it stated:

> "It is further contended by appellants that as the line of their easements *are not within the proposed drainage district they are not subject to the police power of the state,* but the matter is referable to the eminent domain power, *and that appellants are entitled to damages* [not for their easements] *for the construction of bridges occasioned by the drain.*"

In this succinct statement will be found the whole contention of plaintiffs in error in the court below, and it certainly must be said that a taking, prescribed by charter and provided for by Section 7683,

Burns, 1914, also prescribing the duties of railroads as to non-interference with streams and water courses, is within the police power so far as the exertion of that power may occasion secondary and consequential damages on account of bridges, but it is after the announcement of the rule by the court that it takes up and delimits the question before it, by stating that the *Luddington* and *Jackson* cases (both charter obligation cases, having solely to do with bridges or culverts) decide "the *exact question here presented* * * * *and support* [not a single conclusion involved, but] *the judgment in this case.*" After using this language the court refers to a Minnesota case, cited with approval by this court, as holding that the "*cost of maintaining a bridge*" did not require compensation to be made.

If, however, the view is to be taken that the court, in using the language first above referred to, was dealing with the abstract doctrine, then we affirm that in the sense in which the contention was made, namely, that the "railways, not being within the drainage district, are not subject to the police power," the statement was correct that the taking was by virtue of the police power, although it is not to be understood from this that in the exertion of the power it may not, in some circumstances, be necessary to couple with it the power of eminent domain. It was said in *Zigler* v. *Menges,* 121 Ind., 99, 103:

> "Our own cases, already cited, refer the authority to direct the drainage of wet lands to the police power of the state, and in so far as the drainage does promote the health, comfort

and convenience of the public, it is by virtue of this great power that the authority is exercised."

It must be remembered that in such a case as this it is the fact that the requirement is attributable to the police power which makes the taking for a public purpose, thus justifying the exercise of the power of eminent domain to accomplish one of the details of the general end. The general idea which we have that the language used in the case at bar may be attributed to the source, rather than to the incidents of the authority is, in a degree, illustrated by the special assessment case of *Edwards* v. *Cooper,* 168 Ind., 54, 66, where the court said:

"The right to provide drainage for the benefit of a locality rests in the police power of the state, and *the exertion of the authority* involves an exercise of the power of taxation."

Suppose, however, we take the worst view of the situation, and assume that the opinion does, in effect, deny compensation for the easements, then we say that, as the amount of the damage, if any, was a question of fact, on which plaintiffs in error had the burden of proof, the Supreme Court of Indiana, which has no jurisdiction to determine questions of fact, could not have reversed in any event, and therefore the declaration was harmless, and this court is concluded by the state of the record in the court below.

In *Murdock* v. *Memphis,* 87 U. S., 590; 22 Law Ed., 429, 444, this court said:

"But when we find that the state court has

> decided the federal question erroneously, then to prevent a useless and profitless reversal, which can do the plaintiff in error no good, and can only embarrass and delay the defendant, we must so far look into the remainder of the record as to see whether the decision of the federal question alone is sufficient to dispose of the case, or to require its reversal; or on the other hand, whether there exist other matters in the record actually decided by the state court which are sufficient to maintain the judgment of that court, notwithstanding the error in deciding the federal question. In the latter case the court would not be justified in reversing the judgment of the state court. But this examination into the points in the record other than the federal question is not for the purpose of determining whether they were correctly or erroneously decided, but to ascertain if any such have been decided, and their sufficiency to maintain the final judgment, as decided by the state court. Beyond this we are not at liberty to go, and we can only go this far to prevent the injustice of reversing a judgment which must in the end be reaffirmed, even in this court, if brought here again from the state court after it has corrected its error in the matter of federal law."

It is claimed, however, that the drainage statute of 1907 gives compensation for easements, and that it contains a general repealing clause.

> "A repealing clause, like any other provision of the statute, is to be subjected to rules of construction, and the intent will prevail over the literal import of the words."
>
> *Arnett* v. *State ex rel.*, 168 Ind., 180, 191.

It should not be assumed that it was the legislative intent to repeal all laws which might have some incidental relation to drainage, and it has been

expressly held in Indiana that the drainage statute does not require the making of compensation for bridges.

Chicago, etc., R. Co. v. *Luddington,* 175 Ind., 35, 41.

It is true that the Drainage Act of 1907 gives railroad companies damages for easements, but in view of the strong presumption against repeals of prior enactments, not in necessary conflict therewith, and having only an incidental relation to the later act, it was entirely competent for the State Court to conclude that the specific provisions of Section 5195, *supra,* were not repealed. Besides, it was not a case of denying compensation for easements affected, but it was a case in which the plaintiffs in error, who had and assumed the burden of proof, did not place the trial court in a situation where it might have proceeded to award damages for easements, and it is further to be observed that the state supreme court's decision, relative to the Fourteenth Amendment to the Constitution of the United States, is that the denial of compensation "for the cost of erecting and maintaining a bridge" does not violate such amendment. It surely was within the competency of the state court to decide that a statute giving compensation to railroad companies for damages to easements did not repeal a prior statute, or the common law, denying to such railroad companies damages for something entirely different from easements. As was said in *Chicago, etc., R. Co.* v. *Board,* 182 Fed., 291, 297:

"To hold that the public must bear the expense of constructing the bridges in question

is not to compel them to pay for something they have taken in constructing the ditch, but is to impose upon them the burden of constructing and maintaining the plaintiff's roads at the point of intersection."

This court will not go behind the construction given to the state law by the state court, and the opinion in the case at bar must be assumed to rest on a construction of the statute laws which would not violate any federal right.

Keokee, etc., Co. v. *Taylor,* 234 U. S., 224; 58 Law Ed., 1288.

EQUAL PROTECTION OF THE LAW NOT DENIED.

If the restoring and maintaining of the crossings of highways and drains is required of railroads as a matter of charter obligation, as is held in Indiana, there is no denial of the equal protection of the laws in requiring railroad companies to build bridges (*New York, etc., R. Co.* v. *Bristol,* 151 U. S., 556; 38 Law Ed., 269), and the fact that private land owners are given compensation for their lands or for an injury to their easements, does not afford any necessary reason why railroad companies should be allowed compensation for bridges. The requirement of the equal protection of the laws "only requires the same means and methods to be applied impartially to all the constituents of a class, so that the law shall operate equally and uniformally upon all persons in similar circumstances."

Kentucky Railroad Tax Cases, 115 U. S., 321; 29 Law Ed., 414.

As to the fact that injury to county bridges is compensated for under the Drainage Act, it may be said there is a sufficient basis for this classification, even apart from the consideration of the charter obligation of railroad companies. The fact that railroads are the subject of private ownership, and are operated for the profit of the stockholders of the company, while county bridges are built from the exactions of taxation, and are constructed for the public convenience, and not for the profit of the county, furnishes a basis for a legislative classification that is in nowise illusory. And besides, it may be inferred that these companies, engaged as they are, in operating East and West lines of railroads, which, since they have not been assessed for benefits, may themselves, in the individual case, be relieved of taxation in Lake County by the requirement that benefits must be applied toward the restoration of the bridges of the county, will themselves receive a benefit from the supposed discrimination.

Police Power.

Counsel for plaintiffs in error, on page 50 of their brief, state that "when property is properly taken under the police power, the state need not make compensation." This declaration on their part really renders unnecessary the discussion of the power of the trial court to require railroads to construct bridges at their own expense, but it will now be considered whether it may be required under the police power. Sections 5195 and 7683, Burns, 1914, furnish the basis of our claim that the police power has been exerted in this case.

The question here at bar has often been presented to this court, that is, whether the construction of crossings or highways over a railroad right of way, without compensation, for the incidental expense, is within the police power of the state. It has been repeatedly held by this court that if the laying out of a highway over the right of way should cause the railroad to construct viaducts or bridges, the same must be done at the expense of the railroads. One of the latest expressions of this court on the subject is in the case of *C. I. & W. Ry.* v. *Connersville,* 218 U. S., 336, 343, where the court says:

> "The question as to the right of the railroad to be reimbursed for any moneys necessarily expended in constructing the bridge in question, is, we think, concluded by former decisions of this court. * * * Without further discussion, we adjudge upon the authority of former cases, that there was no error in holding that the city could not be compelled to reimburse the railway company for the cost of the bridge in question."

The object of the drain in question is to conduct the waters of the Little Calumet river into Lake Michigan, at the point indicated, and is simply a highway for the purpose of passage of waters over the ridge of land separating Lake Michigan. If the railroads had not been laid at this point, there could be no possible objection to projecting said canal over said ridge into Lake Michigan, and we claim it can make no difference whether the railroads were constructed before or after the establishment of the ditch.

The question of whether there is a distinction between a highway for the passage of water and a

roadway for the passage of teams or other vehicles has been decided by this court in the very recent case of *Chicago, Milwaukee & St. Paul R. R.* v. *City of Minneapolis,* 232 U. S., 430, where it was held that the connecting of two lakes with a channel, which would pass through the right of way of the railroad, was within the police power of the state, and that no compensation should be awarded to the railroad for the construction of bridges over said channel, even though the object of the channel was to connect two lakes, as stated, for the passage of pleasure boats and crafts.

In that case this court, in passing upon this proposition, in part says:

> "It is well settled that railroad corporations may be required, at their own expense, not only to abolish existing grade crossings but also to build and maintain suitable bridges or viaducts to carry highways, newly laid out, over their track or to carry their tracks over such highways. *N. Y. & N. E. R. R. Co.* v. *Bristol,* 151 U. S., 556, 567; *C. B. & Q. R. R. Co.* v. *Chicago,* 166 U. S., 226, 252, 255; *C. B. & Q. R. R. Co.* v. *Nebraska,* 170 U. S., 57; *Northern Pacific Ry. Co.* v. *Duluth,* 208 U. S., 573, 597; *St. P. Minn. & Man. Ry. Co.* v. *Minnesota,* 214 U. S., 497; *C. I. & W. Ry. Co.* v. *Connersville,* 218 U. S., 336, 343, 344. See also *Detroit etc. Railway* v. *Osborn,* 189 U. S., 383; *New Orleans Gaslight Co.* v. *Drainage Com'n,* 197 U. S., 453, 462; *C. B. & Q. Ry. Co.* v. *Drainage Com'rs,* 200 U. S., 561, 592, 593; *Atlantic Coast Line* v. *Goldsboro,* decided this day, post, p. 548."

Continuing, on page 440, this court says:

> "There can be no question as to the attitude of this court upon this question, as it has been

uniformly held that the right to exercise the police power is a continuing one; that it cannot be contracted away, and that a requirement that a company or individual comply with reasonable police regulations without compensation is a legitimate exercise of the power and not in violation of the constitutional inhibition against the impairment of the obligation of contracts."

"* * * No different rule could be applied because the highway was laid out in order to increase the advantages of a public park. In this aspect, it would be equally a crossing devoted to the public use (*Shoemaker* v. *United States*, 147 U. S., 282, 297); and we see no basis for a distinction in principle in the case of an intersecting public road opened under competent authority because such a highway might lead to public recreation grounds instead of to places of business, or might connect lakes instead of avenues."

"If there is a distinction in the present case, it must lie in the fact that the crossing is an artificial waterway instead of a road. But it is none the less a public highway, established to afford an appropriate place of public passage."

Continuing, on page 442, the court said:

"The case must be regarded as being one of a public crossing provided by law; and the authorities we have cited lead to the conclusion that the state, without infringing the guaranties of the Federal Constitution, could require the Railway Company to make suitable provision for carrying its tracks over the crossing without compensation."

That such proceedings, as the case at bar present, are within the police power, was again decided by this court in the case of *C., B. & Q. R. R. Co.* v. *Drainage Commissioners*, 200 U. S., 561, where on page 585 this court says:

> "We assume, also, without discussion,—as from the decisions of the state (Illinois) court we may properly assume—that the drainage of this large body of lands so as to make them fit for human habitation and cultivation, is a public purpose, to accomplish which the state may by appropriate agencies, exert the general powers it possesses for the common good."

It must be conceded in the case at bar, as the court held in the statement of facts, that the only practical way of draining said lands was through the Little Calumet into Lake Michigan across the sand ridge on which is located the rights of way of the railroads of two of the plaintiffs in error. It is impossible to carry the overflow of waters into Lake Michigan, within the confines of the State of Indiana, without crossing the rights of way of plaintiffs in error, and if their contention should prevail, this great body of land, surrounded by a more or less dense urban and surburban population, would stand forever as a menace to the health of the people of the State of Indiana. It must be admitted by plaintiffs in error that the object of these drainage proceedings is not in any sense arbitrary or unreasonable, and is for the public good, health and safety.

Uncompensated obedience to the regulations enacted therefor could in no sense be held as taking property without due compensation, as the constitutional prohibition against the taking of private property without compensation is not a limitation on regulations under the police power, where the tranquillity, health and prosperity of every well ordered community demands that same be done.

Further, in the case of *Chicago etc. R. Co.* v. *Drainage Commissioners,* 200 U. S., 561, on page 592, the court says:

> "We hold that the police power of a state embraces regulations designed to promote the public convenience or the general prosperity, as well as regulations designed to promote the public health, the public morals or the public safety. *Lake Shore & Mich. South. Ry.* v. *Ohio,* 173 U. S., 285, 292; *Gilman* v. *Philadelphia,* 3 Wall., 713, 729; *Pound* v. *Turck,* 95 U. S., 459, 464; *Railroad Co.* v. *Husen,* 95 U. S., 470."

Continuing, on page 593, this court further says:

> "**** Compensation has never been a condition of its exercise (police power) even when attended with inconvenience or peculiar loss, as each member of a community is presumed to be benefited by that which promotes the general welfare."

And, at the bottom of page 593, we find this expression:

> "If the injury complained of is only incidental to the legitimate exercise of governmental powers for the public good, then there is no taking of property for the public use, and a right to compensation, on account of such injury, does not attach under the constitution."

In the case at bar, no charge is made against the railroad companies for benefits or for the construction of any portion of said ditch. The expense of removing the soil in the channel as it passes through the right of way of plaintiffs in error's railroads is borne entirely by the benefit fund, and, as stated before, there was no claim made by the railroads at the

time they made their offer to prove the cost of the bridges required to be constructed that any portion of such damages related to any of their easements.

The uncompensated obedience of those who are complaining of the exercise of police power of the state to drain lands is required in the case of *Barbier* v. *Connolly*, 113 U. S., 27; on page 31, this court says:

> "But neither the amendment (14th Amendment), broad and comprehensive as it is, nor any other amendment, was designed to interfere with the power of the state, sometimes termed its police power, to prescribe regulations to promote the health, peace, morals, education and good order of the people, and to legislate so as to increase the industries of the state, develop its resources, and add to its wealth and prosperity. From the very necessities of society, legislation of a special character, having these objects in view must often be had in certain districts, such as for draining marshes and irrigating arid plains. Special burdens are often necessary for general benefits, for supplying water, preventing fires, lighting districts, cleaning streets, opening parks, and many other objects."

Plaintiffs in error requested the court to make a finding of facts, which it did, and in such findings, which are set out in plaintiffs in error's brief, we find,

> "12. That the proposed work will improve the public health."
>
> "13. That the proposed work and drainage will benefit public highways in Calumet Township, North Township, also public highways in the Town of East Gary and the public highways and streets in the city of Gary, in Lake County, and also public highways in Portage Township

and public highways in Westchester Township, in Porter County, Indiana."

"14. That the proposed work and drainage will be a public utility."

"15. That the proposed work, as decided upon and reported by the commissioners of drainage, will be sufficient to properly drain the lands and easements to be affected."

These findings of facts, independent of anything other than the statute, place the matter within the police power of the state.

The easement of a railroad is one proposition, and the construction of bridges that may be required over the line of a ditch is an entirely different proposition. Evidence was sought to be introduced only as to the value of the bridges, not damages to easements. The distinction between easements of railroads and a bridge over a drainage ditch is clearly set forth by decision of the U. S. Circuit Court of Appeals, 8th Circuit, in the case of *C., B. & Q. Ry. Co.* v. *Board of Supervisors,* 182 Fed., 291.

In discussing this very question, this court in part says:

"These (railroad) crossing cases come much nearer to violating the constitutional rights of railroads than does the uncompensated intersection of a public drain. They compel the railroad not only to maintain its road over the highway, but also to construct, often at great expense, a safe passageway for the sole use of the traveling public.

"If the drain here involved had existed when the railroads were constructed, the company would have been compelled to bear the expense of building a proper bridge over the ditch. Why should it not do so now? By simply constructing its line first, did the company forever

escape this burden, and acquire a vested right that no future public improvement should come that way except at the charge of rebuilding and maintaining the railroad at the place of intersection? *The construction of the ditch did not and could not 'take' a strip of the railroad. Notwithstanding the easement of the ditch, the company continued in the right to maintain and operate its road.* All the public required was that the company should carry its road over the ditch at its own expense and not at the expense of the public. *To hold that the public must bear the expense of constructing the bridges in question is not to compel them to pay for something which they have taken in constructing the ditch, but is to impose upon them the burden of constructing and maintaining the plaintiff's roads at the point of intersection.*"

Counsel, in the *nisi prius court,* made the distinction themselves when they made their offer of testimony as to the cost of the bridges to be constructed, in no instance offering to prove the value of the easement, evidently considering it had no market value.

Mr. Peterson, one of the counsel for plaintiffs in error, in the *nisi prius* court, used this language (Pr. Tr. of Record, 372) when he made the offer:

> "The remonstrant, Chicago, Indiana & Southern Railway, in response to the question asked the witness, offers to prove by the witness and he will testify, if permitted so to do, that the reasonable cost of the construction of such a bridge as is made reasonably necessary over the proposed ditch, at the point where it crosses said remonstrant's railroad, will be $60,000, and will cost $60,000 to construct such a bridge as will be reasonably safe for said remonstrant's railroad to operate trains over and across said proposed drain."

It appears again on page 373 (Printed Tr. of Record) when Mr. Peterson offered to prove damages to the Lake Shore & Michigan Southern Ry. Co., which offer was as follows:

> "We offer to prove by the witness in response to the question asked, and he will testify, if permitted so to do, that the reasonable cost of such a bridge as would be necessary and reasonably safe for the operation of trains over this proposed drain at the place where it crosses the railroad right of way, will be $135,000."

As to the Michigan Central Railway, on page 376 (Printed Tr. of Record), Mr. Peterson makes the offer in the following language:

> "The remonstrant, Michigan Central Railway, offers to prove by the witness, and says to the court that he will testify, if permitted so to do, that it will be necessary to reconstruct the bridge at the point above mentioned in the question and that the cost of making that bridge reasonably safe for the operation of trains over remonstrant's railroad, will be $30,000."

The question as now raised was not presented either to the trial court or to the Supreme Court of the State of Indiana. The contentions there presented are fully stated in the opinion of the Supreme Court of Indiana (Pr. Tr., page 512), where the court says the questions presented by the record in this case are:

> "1. Error in overruling appellants' demurrers.
> "2. Error in overruling appellants' motion to dismiss.
> "3. That the Calumet river being an interstate stream, the Porter Circuit Court had no jurisdiction over its course.

"4. Appellants' railways not being within the drainage district are not subject to the police power of the state.

"5. That the power to cut the ditch across appellants' right of way is referable to the Eminent Domain power and not the police power.

"6. That the Drainage Act of 1907 is unconstitutional and void, in that it allows the assessment of damages to Lake County, for injuries to bridges; to other corporations and persons for injuries to their property, while denying the same to appellants, and is in conflict with the Fourteenth Amendment to the Federal Constitution."

The question as to whether any section of the statute of the State of Indiana had been repealed by the drainage act has never been discussed or presented for review to the Supreme Court of Indiana, and, raising it now, it comes too late.

Hoyt v. *Sheldon,* 1 Black's Reports, 518.

We submit that the judgment of the Indiana Supreme Court should be affirmed, or that the writ of error should be dismissed.

Respectfully submitted.

JOHN H. GILLETT,
FRANK B. PATTEE,
RANDALL W. BURNS,
Attorneys for Defendants in Error.

LAKE SHORE & MICHIGAN SOUTHERN RAILWAY COMPANY ET AL. *v.* CLOUGH ET AL.

ERROR TO THE SUPREME COURT OF THE STATE OF INDIANA.

No. 87. Argued November 9, 10, 1916.—Decided January 8, 1917.

By the terms of the Indiana Railway Law of May 11, 1852, and amendments (1 Ind. Rev. Stats. 1852, p. 409, § 13; 2 Burns' Ann. Ind. Stats. 1914, §§ 5176 *et seq.*, § 5195), as construed by the Supreme Court of the State, the obligation assumed by companies deriving their franchises thereunder to construct their railways over streams, water-courses and canals "so as not to interfere with the free use of the same," etc., is a continuing obligation, under which such

companies must bear without compensation the burden of repairing and adjusting their roads and bridges when canals are made across their rights of way, or natural streams intersecting them are deepened, in the execution of public drainage projects, pursuant to the Drainage Act of March 11, 1907 (Laws 1907, p. 508; 3 Burns' Ann. Ind. Stats. 1914, § 6140).

Due process is not denied by refusing compensation for the temporary inconvenience, or the cost of railway reconstruction, resulting from the making of a drainage improvement across the rights of way of railway companies, when the improvement is made for the public benefit in the proper exercise of the state police power, and neither wantonly nor arbitrarily, when no land of the companies is taken, but their easements merely crossed, and when the duty of accommodating their railroads to such improvements is part of the obligation assumed in accepting their franchises from the State.

The state drainage law, § 3, as construed by the state court, allows compensation for damages to the roads and bridges of public corporations, viz., counties, which have not agreed to bear such damages themselves, but no compensation for like damages to private railway corporations which have made such agreements in advance, through their charter undertakings. *Held*, a substantial distinction, satisfying the equal protection clause of the Fourteenth Amendment.

182 Indiana, 178, affirmed.

THE case is stated in the opinion.

Mr. John B. Peterson and *Mr. J. A. Gavit*, with whom *Mr. Addison C. Harris* and *Mr. Robert J. Cary* were on the briefs, for plaintiffs in error.

Mr. John H. Gillett and *Mr. Frank B. Pattee*, with whom *Mr. Randall W. Burns* was on the briefs, for defendants in error.

MR. JUSTICE PITNEY delivered the opinion of the court.

The Little Calumet River rises in LaPorte County, Indiana, flows westerly across that and the adjoining counties of Porter and Lake into the State of Illinois, and, after continuing its course for some distance in that State,

empties into the Big Grand Calumet, which in turn empties into Lake Michigan. In Indiana the river runs approximately parallel to the south shore of the lake. Intervening is a ridge of sandy land about one mile in width, 30 feet higher than the water level of the lake, and 10 feet higher than the river. The Lake Shore & Michigan Southern and the Chicago, Indiana & Southern companies own parallel railroad lines running along this ridge. Neither of these roads crosses the river in Indiana. The Michigan Central Railroad crosses the river in that State upon a steel bridge resting on abutments and piers. The Calumet Valley, in Porter and Lake counties, is a mile or more in width, lying between the ridge on the north and low hills on the south. The watershed drained by the river in Indiana is about 350 square miles. At times the river fails to carry within its banks all the water, and the overflows produce a marsh having an area of 14,000 acres. Under "An Act concerning drainage," approved March 11, 1907 (Laws 1907, p. 508; 3 Burns' Ann. Ind. Stats. 1914, § 6140), application was made by defendants in error, owners of lands affected by the overflows, to the Porter Circuit Court, for the establishment of a proposed plan of drainage, its essential features being the cutting of an artificial channel for a considerable distance along the course of the Little Calumet and at such a gradient as to reverse the direction of its flow, and the construction of an outlet for its waters in the form of an open ditch to run northwardly, cutting through the sandy ridge and emptying into the lake. Pursuant to the provisions of the act, the petition was referred to the drainage commissioners. They made a report in favor of the proposed plan, and assessed substantial damages, in excess of benefits, in favor of the Chicago, Indiana & Southern and the Lake Shore & Michigan Southern companies with respect to their rights of way. No benefits or damages were appraised to the Michigan Central. Under § 4 of the act certain land-

owners assessed with benefits filed remonstrances against the awards of damages to the former two companies. Each of the three companies filed remonstrances: the Lake Shore & Michigan Southern and the Chicago, Indiana & Southern upon the ground that the damages awarded to them were inadequate because the new ditch, where it was to cross their rights of way, would be 70 feet wide at the bottom, about 30 feet deep, and about 200 feet wide at the top, and the expense of bridging it, with the tracks, would in each instance be upwards of $100,000; the Michigan Central, because no damages were assessed in its favor although by the deepening of the channel of the river at its crossing it would be required to take out the present piers and abutments and erect new ones to support the bridge at a cost of about $60,000. Upon the commissioners' report and the remonstrances the matter came on for hearing before the Circuit Court, where findings were made setting forth the necessity for the drainage, stating the plan in detail, finding that it would be practicable to accomplish the proposed drainage without an expense exceeding the aggregate benefits; that the proposed work would benefit the public health, would improve the public highways in several townships specified, and would be of public utility. It was further found that the Chicago, Indiana & Southern and Lake Shore & Michigan Southern companies, whose roads were to be crossed by the main ditch, had no property other than their right of way that would be affected or interfered with or touched by the drainage proceeding, and these companies would not be damaged by the construction of the proposed drain; and that at the point where the ditch was to pass under the bridge of the Michigan Central the natural channel of the stream would have to be deepened, and this would necessitate the rebuilding of the abutments and piers upon which the bridge rested, but that this company would neither be damaged nor benefited

by the proposed drain. A motion for a new trial having been overruled, a judgment was rendered confirming the report of the commissioners as modified by the court and ordering that the proposed work of drainage be established. The three companies appealed to the Supreme Court of Indiana, where the judgment was affirmed (182 Indiana, 178), and they bring the case here upon questions raised under the Fourteenth Amendment to the Federal Constitution.

The principal contention of the Lake Shore & Michigan Southern and the Chicago, Indiana & Southern companies is that since their railroads are not within the area to be drained, and neither contribute to the formation of the marsh nor are to be in anywise benefited by its drainage, their lands can be taken only through the exercise of the power of eminent domain, with appropriate compensation, and that a denial of such compensation is a taking of their property without due process of law. A right to compensation is asserted in behalf of the Michigan Central on the ground that its present bridge and abutments form no obstruction to the natural flow of the Little Calumet River.

It will be observed that none of the lands of any plaintiff in error is expropriated. The damage they suffer is confined to a temporary inconvenience in the use of their rights of way pending the construction of the drain and the necessity for making substantial expenditures of money in order to pass their railroads over the new watercourse. But the record shows that each of the companies was organized and had its existence under the general laws of the State for the incorporation of railroad companies, that is to say, an act approved May 11, 1852, and amendments thereto. 1 Ind. Rev. Stats. 1852, p. 409; 2 Burns' Ann. Ind. Stats. 1914, §§ 5176 *et seq.* By § 13 of this act (as found in Burns, § 5195) it is declared: "Every such corporation shall possess the general powers, and be subject

to the liabilities and restrictions expressed in the special powers following: . . . Fifth: To construct its road upon or across any stream of water, water-course, highway, railroad or canal, so as not to interfere with the free use of the same, which the route of its road shall intersect, in such manner as to afford security for life and property; but the corporation shall restore the stream or water-course, road or highway, thus intersected, to its former state, or in a sufficient manner not to unnecessarily impair its usefulness or injure its franchises."

Concerning the duty thus imposed upon railroad companies with respect to highway crossings, it has been held by the Supreme Court of Indiana in a long line of cases that the duty is applicable not only to the original construction of a railroad across highways then in existence, but also where highways are laid out and opened across a railroad after its construction; that it is a continuing duty, requiring the railroad to keep pace with the times, with the increase of public travel, the change of methods and improvements of highways, and the public desire for the increased ease and convenience of the traveling public. *Louisville, New Albany & Chicago Ry. Co.* v. *Smith*, 91 Indiana, 119, 121; *Evansville &c. R. R. Co.* v. *Crist*, 116 Indiana, 446, 454; *Chicago &c. Ry. Co.* v. *State*, 158 Indiana, 189, 191; *Chicago &c. Ry. Co.* v. *State*, 159 Indiana, 237, 240; *Baltimore &c. R. R. Co.* v. *State*, 159 Indiana, 510, 519; *Lake Erie &c. R. R. Co.* v. *Shelley*, 163 Indiana, 36, 41; *Southern Indiana Ry. Co.* v. *McCarrell*, 163 Indiana, 469, 473; *Vandalia R. R. Co.* v. *State*, 166 Indiana, 219, 223; *Cincinnati &c. Ry. Co.* v. *Connersville*, 170 Indiana, 316, 323, affirmed by this court 218 U. S. 336; *New York &c. R. R. Co.* v. *Rhodes*, 171 Indiana, 521, 525; *Pittsburgh &c. Ry. Co.* v. *Gregg*, 181 Indiana, 42, 53.

But in the Railroad Act streams, watercourses, and canals are mentioned along with roads and highways. The terms employed are broad enough to include artificial

watercourses, whether employed for traffic, for irrigation, or for drainage. And accordingly it has been held by the Supreme Court of the State that with respect to a public ditch constructed under the drainage act of 1907 railroad companies are under the same duty as with respect to highways, and that the company acquires its right of way subject to the right of the State to extend such ditches across it, without compensation to the company for the interruption and inconvenience, if any, or for increased expense or risk, or for the cost of accommodating the railroad line to the crossing. *Chicago & Erie R. R. Co.* v. *Luddington*, 175 Indiana, 35, 38–40; *Wabash R. R. Co.* v. *Jackson*, 176 Indiana, 487, 490.

No question is made but that the settled law of the State is as we have stated it, and that the charter obligations of plaintiffs in error are such as we have defined. An attempt is made to distinguish the *Luddington Case* upon the ground that the railroad there in question was within the drainage district, and the *Jackson Case* upon the ground that the railroad had built an embankment across a valley without providing sufficient culverts to carry off the water of the creek in time of heavy rains. It is contended that since in the present case the Lake Shore & Michigan Southern and the Chicago, Indiana & Southern roads lie upon the top of the ridge between the Little Calumet River and Lake Michigan, and do not in anywise cause or contribute to the marsh, and are not benefited by the proposed drainage, they cannot lawfully be included within the drainage district. And as to the Michigan Central, it is argued that, since its bridge as heretofore constructed does not obstruct the natural flow of the stream, it cannot be subjected to any part of the cost of the drainage system. These distinctions, and a reference made in the same connection to *Myles Salt Co.* v. *Iberia Drainage District*, 239 U. S. 478, are aside from the real point of the case. The State is not proposing to

assess plaintiffs in error for benefits with respect to the drainage project, nor to tax them for its support. It is requiring them merely to bear the cost of constructing crossings for their railroad lines over the proposed new channel and outlet, "so as not to interfere with the free use of the same," and "in a sufficient manner not to unnecessarily impair its usefulness." With respect to this duty, if the State has a right to impose it in aid of the drainage project, the remoteness or proximity of the area to be drained is wholly immaterial.

In view of the obligations assumed by the respective companies when they accepted their franchises at the hands of the State, it is very clear that the State may exercise its police power in laying out an artificial watercourse across the rights of way without making compensation to the companies for the inconvenience and expense to which they are thereby subjected, unless, indeed, it be made to appear that the power is being exerted arbitrarily, or wantonly, or for private as distinguished from public benefit, or otherwise in disregard of the fundamental rights of the companies concerned, in either of which cases there would be an abuse rather than an exercise of the power, and the project could not lawfully be carried out against their opposition, with or without compensation.

In *Chicago, Burlington & Quincy R. R. Co.* v. *Chicago*, 166 U. S. 226, 252, where the city was condemning certain parts of the right of way of the railroad for the opening and widening of a street across it, and only nominal compensation was awarded, it was contended among other things that the company was deprived of its property without due process of law, because in ascertaining the compensation the cost of constructing gates and a tower for operating them, planking the crossing, filling between the rails, putting in an extra rail, and the annual expense of depreciations, maintenance, etc., were disregarded.

But the court held that since the company took its charter and laid its tracks subject to the condition that their use might be regulated by the State so as to insure the public safety, the exercise of that authority by the State was not subject to a condition that the company should be indemnified for the damage resulting from its exercise. In *Chicago, Burlington & Quincy Ry. Co.* v. *Drainage Commissioners*, 200 U. S. 561, 582, 595, a plan of drainage required the enlarging and deepening of a natural watercourse over which the railway crossed by a bridge, and the plan could not be carried out without the removal of certain timbers and stones placed in the creek by the company when it constructed the foundation for the bridge, and these could not be removed without destroying the foundation and rendering it necessary to construct another bridge with an opening wide enough to carry the increased flow of the creek under the drainage system adopted. The court held it to be the duty of the railway company at its own expense to remove from the creek the bridge, culvert, timbers and stones placed there by it, and at its own expense to erect and maintain a new bridge to conform to the regulations established by the drainage commissioners under the authority of the State, and that the enforcement of such a requirement would not amount to a taking of private property for public use within the meaning of the Constitution. In *Cincinnati, Indianapolis & Western Ry. Co.* v. *Connersville*, 218 U. S. 336, 344, it was held that since the railway company accepted its franchise from the State subject to the condition that it would conform at its own expense to any regulations, not arbitrary in their character, as to the opening or use of streets which had for their object the safety of the public or the promotion of the public convenience, the company had no right to be reimbursed for the moneys necessarily expended in constructing a bridge over a public street laid out through its embankment. In *Chicago, Milwaukee*

& St. Paul Ry. Co. v. *Minneapolis*, 232 U. S. 430, the same doctrine was applied, and held to sustain the refusal of compensation for the cost of constructing and maintaining a railroad bridge across a gap in the right of way made by the construction under the authority of the State of a canal to unite two lakes that formed a part of a public park.

It requires no argument to show that the establishment of a system of public drainage in the interest of the health and general welfare of the people is likewise an object that legitimately invokes the exercise of the police power of the State. *New Orleans Gas Light Co.* v. *Drainage Commission*, 197 U. S. 453, 460; *Chicago, Burlington & Quincy Ry. Co.* v. *Drainage Commissioners*, 200 U. S. 561, 592; *Atlantic Coast Line R. R. Co.* v. *Goldsboro*, 232 U. S. 548, 561.

In the present case it is not and could not reasonably be contended that the State is exercising its power arbitrarily, or wantonly, or for a private benefit. It cannot be doubted that the general object of the drainage act of 1907 is to subserve the public interest. Its 2d section requires that petitioners for the establishment of a drainage project shall declare their opinion "that the public health will be improved, or that one or more public highways of the county, or street or streets of, or within the corporate limits of a city or town, will be benefited by the proposed drainage, or that the proposed work will be of public utility." By the 3d section the commissioners are required to consider whether this is true, and if not the petition is to be dismissed; and by § 4 it is made a sufficient ground of remonstrance, resulting if sustained in the dismissal of the proceedings, "that the proposed work will neither improve the public health nor benefit any public highway of the county, nor be of public utility." As to the particular project under consideration, it is specifically found, as we have seen, that a public benefit

will result. In the *Luddington Case*, 175 Indiana, 38, it was expressly declared that ditches established under this law are public ditches of the State whose construction and repair are matters of public or state concern. There exists, therefore, no basis for holding that by the judgment under review the property of any of the plaintiffs in error is taken without due process of law within the meaning of the Fourteenth Amendment.

The "equal protection" clause of the same Amendment is invoked upon the ground that whereas by § 3 of the drainage act (Laws 1907, p. 513; 3 Burns 1914, § 6142, p. 135) the commissioners are required to "assess the benefits or damages as the case may be to each separate tract of land to be affected thereby, and to easements held by railway or other corporations, as well as to cities, towns, or other public or private corporations, including any land, rights, easements or water power, injuriously or beneficially affected," there is discrimination in the judgment, in that an award is made in favor of Lake County for damage to bridges and highways, while compensation to plaintiffs in error for damages to their respective roads, and to the Michigan Central for damages to its bridge, is denied. But as has been held many times, the "equal protection" clause does not deprive the States of power to resort to classification for purposes of legislation; and unless it appears that a state law as construed and applied by the state court of last resort bases discriminations upon arbitrary distinctions, we cannot judicially declare that the State has refused to give equal protection of the laws. *Singer Sewing Machine Co.* v. *Brickell*, 233 U. S. 304, 315; *Missouri, Kansas & Texas Ry. Co.* v. *Cade*, 233 U. S. 642, 650. In the present case the Supreme Court of Indiana in effect held that § 3 of the drainage act did not entitle a railway company to damages in respect of its right of way which was not affected by the proposed drainage in any manner otherwise than by acceptance of its charter

it had agreed to submit to. There is a very evident and substantial basis for a distinction that denies compensation to a private corporation in such a case while at the same time allowing compensation to a public corporation that has made no such agreement.

Judgment affirmed.